



Amendment No. 2
to
Contract No. NA130000062
for
Rental of Work Uniforms, Shop Towels and Cleaning Services
between
Unifirst Corporation dba Unifirst Holding, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be January 22, 2017 through January 21, 2022. No options will remain.
- 2.0 The total contract amount is increased by \$2,881,975.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 01/22/2013 – 01/21/2017	\$2,305,580.00	\$2,305,580.00
Amendment No. 1: Added Transportation Department as an Authorized User 02/23/2013	\$0.00	\$2,305,580.00
Amendment No. 2: Option 1 – Extension 01/22/2017 – 01/21/2022	\$2,881,975.00	\$5,187,555.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Mike Ferguson 1-3-17

Printed Name: MIKE FERGUSON
Authorized Representative

Unifirst Corporation dba Unifirst Holding, Inc.
6000 Bolm Road
Austin, Texas 78721
(512) 385-3320
mike_ferguson@unifirst.com

Sign/Date: Danielle Lord 1/4/16

Danielle Lord
Contract Compliance Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No.1
of
Contract No. NA130000062
for
Uniform Rental and Laundering Services
between
UniFirst Corporation
and the
City of Austin

- 1.0 The City hereby adds the Transportation Department as an authorized user of this contract.
- 2.0 Pricing is offered in accordance with Exhibit A.
- 3.0 Services shall be provided in accordance with Exhibit B.
- 4.0 The total contract amount is unchanged. The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 1/22/13 – 1/21/17	\$2,305,580.00	\$2,305,580.00
Amendment No. 1: Added Transportation Department as an Authorized User	\$0.00	\$2,305,580.00

- 5.0 MBE/WBE goals do not apply to this contract.
- 6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Mark McGraw 2/13/13
Date
Mark McGraw
UniFirst Corporation
6000 Bolm Road
Austin, TX 78721

Signature: Erin D'Vincent 2-13-13
Date
Erin D'Vincent, Buyer II
City of Austin
Purchasing Office

Reviewed and Approved:

Stephen T. Aden 2-13-13
Date
Stephen T. Aden

Exhibit A

UniFirst Pricing	Item Description	Unit Price	Unit
1	Sentinel Uniform Shirt Or Equal To- Short Sleeve Small	\$0.45	ea
2	Sentinel Uniform Shirt Or Equal To- Short Sleeve Medium	\$0.45	ea
3	Sentinel Uniform Shirt Or Equal To- Short Sleeve Large	\$0.45	ea
4	Sentinel Uniform Shirt Or Equal To- Short Sleeve XL	\$0.45	ea
5	Sentinel Uniform Shirt Or Equal To- Short Sleeve 2XLT	\$0.45	ea
6	Sentinel Uniform Shirt Or Equal To- Short Sleeve 4XL	\$0.45	ea
7	Sentinel Uniform Shirt Or Equal To- Long Sleeve Small	\$0.45	ea
8	Sentinel Uniform Shirt Or Equal To- Long Sleeve Medium	\$0.45	ea
9	Sentinel Uniform Shirt Or Equal To- Long Sleeve Large	\$0.45	ea
10	Sentinel Uniform Shirt Or Equal To- Long Sleeve XL	\$0.45	ea
11	Sentinel Uniform Shirt Or Equal To- Long Sleeve 2XL	\$0.45	ea
12	Sentinel Uniform Shirt Or Equal To- Long Sleeve 2XLT	\$0.45	ea
13	Sentinel Uniform Shirt Or Equal To- Long Sleeve 4XL	\$0.45	ea
14	Waste delivery, fuel, energy fee	\$8.00	ea

EXHIBIT B



City of Austin Austin Transportation Department

Specifications for Rental of Parking Enforcement and Ground Transportation Enforcement Uniform Shirts to include Laundering Services.

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification sets forth the minimum requirements for rental and laundry of uniform shirts for the Parking Enterprise Division of the Austin Transportation Department, hereinafter referred to as "Parking Enforcement." The City invites bids from individual suppliers and/or firms, hereinafter referred to as "Contractor", desiring to provide the rental and laundering of uniform shirts. All bidders are required to meet all specifications listed herein as minimum requirements and are required to submit a firm, fixed, unit cost for all the products and/or services deliverable under the terms of this solicitation. Any variance to this specification shall be detailed in the bid submittal. Failure to do so shall be adequate grounds for refection of the bid. All deviations and alternatives shall be evaluated; however, failure to specifically comply with the specification shall be adequate grounds for bid rejection.

1.2 Classification

The Contractor shall be responsible for the pickup, delivery, cleaning, steam tunnel or form pressed finish, sizing, tailoring, replacement and repair of uniform shirts.

These uniform shirts shall be for Parking Enforcement and Ground Transportation Enforcement employees.

DATE	PREPARED BY	ISSUANCE/ REVISION	DEPARTMENT APPROVAL	PURCHASING APPROVAL
	Arthur Gonzales/Peggy			
11/8/2010	Ybanez	Issuance	ATD	

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein.

2.0 PERFORMANCE REQUIREMENTS

2.1 Contractor Responsibilities

- 2.1.1 The Contractor shall furnish new industrial style uniform shirts, on a rental basis, as appropriate to the work environment of Parking Enforcement and Ground Transportation Enforcement. The exact total number of employees will vary based on turnover rate and changing departmental needs.
- 2.1.2 Each Parking Enforcement and Ground Transportation Enforcement employee designated to wear a uniform shirt shall initially be issued eleven (11) new uniform shirts that meet or exceed the specifications. Throughout the term of the contract, uniform shirts issued to new Parking Enforcement and Ground Transportation Enforcement employees shall be new, and replacement uniform shirts (due to size change, extensive damage, etc.) will be of such quality that meet or exceed material requirements.
- 2.1.3 The uniform shirts shall be available in all sizes, Small to 4XL, to accommodate all Enforcement employees. The Contractor shall offer various styles (Long and Short Sleeves) for selection as stipulated in Section 3.
- 2.1.4 To initiate contract services, the Contractor shall be responsible for obtaining measurements, style preference (Long and/or Short), and quantity required by each Parking Enforcement and Ground Transportation Enforcement employee. The employee may choose a combination of styles for shirts. Schedules for taking measurements must be coordinated with a designated Parking Enforcement and Ground Transportation Enforcement representative and obtained within a period of time to allow the uniforms to be delivered within thirty (30) calendar days after issuance of the contract number by the City's Purchasing Office.

For new hire employees, please refer to Section 2.2.4.

- 2.1.5 The Contractor shall be responsible for pickup and laundering of all dirty uniform shirts, and delivery of cleaned and pressed uniform shirts.
- 2.1.6 The Contractor shall be responsible for correction of all shortages in the quantity of uniforms shirts delivered within one (1) working day of each notification by the Parking Enforcement and Ground Transportation Enforcement representative.
- 2.1.7 Uniform shirts lost by the Contractor shall be replaced with a white uniform shirt of equal or better quality, same style and delivered within ten (10) working days at no cost to Parking Enforcement and Ground Transportation Enforcement
- 2.1.8 The contractor shall perform uniform shirt tailoring/alterations to assure proper fit and make repairs to uniform shirts as required at no extra cost to Parking Enforcement and Ground Transportation Enforcement. Tailored uniform shirts must be presentable and comfortable for Parking Enforcement and Ground Transportation Enforcement employees. All alterations and repairs must be professionally done with thread and/or material of matching color. In the event that alterations cannot accommodate size changes. Exchange of uniform shirt will be available to employees at no extra cost to Parking Enforcement and Ground Transportation Enforcement. Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform shirt repairs, additions and changes.
- 2.1.9 If an employee requires a size change, the Contractor shall issue uniform shirts of equal or better quality and same style to the employee at no extra charge provided that the old uniform shirts are returned to the Contractor by Parking Enforcement and Ground Transportation Enforcement. Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform shirt repairs, additions and changes.
- 2.1.10 Uniform shirts that cannot be repaired or are worn out shall be replaced at no extra cost to Parking Enforcement and Ground Transportation Enforcement. Any jagged tear in a shirt shall render the garment as beyond economical repair and should be replaced. In the event that alterations cannot accommodate size changes, exchange of uniform shirt will be available to employees at no extra cost to Parking Enforcement and Ground Transportation Enforcement. Exception will be taken if a damaged uniform shirt is brought to the Parking Enforcement and Ground Transportation Enforcement representative and the representative determines that malicious action has caused the damage to the garment, Parking Enforcement or Ground Transportation Enforcement will pay the contractor for replacement.

It shall be Parking Enforcement or Ground Transportation Enforcement employee's final determination as to whether a repair was professionally done and if a uniform shirt is worn to the degree it requires replacement.

- 2.1.11 The Contractor shall provide an email address and telephone number for a designated contact person for all communications related to uniform shirt changes required for new employee, terminated employees or issues related to uniform shirt rental.

2.2 Parking Enforcement Responsibilities

- 2.2.1 Parking Enforcement and Ground Transportation Enforcement shall have a designated representative to assist the Contractor with the pickup and delivery of uniforms. Contract Administrator representative: Peggy Ybanez, peggy.ybanez@ci.austin.tx.us, 512-974-7238.
- 2.2.2 The facility housing Parking Enforcement and Ground Transportation Enforcement shall have a designated place for the pickup of soiled uniform shirts and the delivery of fresh uniform shirts.
- 2.2.3 The Parking Enforcement and Ground Transportation Enforcement representative shall inform the Contractor of all terminated employees via email. Parking Enforcement and Ground Transportation Enforcement shall return rental uniform shirts to the Contractor within thirty (30) days after notifying the Contractor of an employee's termination. The Contractor shall discontinue charging Parking Enforcement and Ground Transportation Enforcement for services on a terminated employee immediately after being notified of the employee's termination via email.
- 2.2.4 The designated representative shall be responsible for informing the Contractor of new employees via email. Upon being notified of the hire of a new employee, the Contractor will obtain that employee's uniform shirt size and preferences through fitting. The Contractor will supply new uniform shirts to the new employee within ten (10) working days following the fitting date. Extended time will be allowed for special orders as agreed upon.
- 2.2.5 The designated representative shall work with the Contractor on all other uniform shirt issues as they arise.

3.0 MATERIAL REQUIREMENTS

- 3.1 Uniform shirts must meet or exceed the requirements of these specifications:

3.2 Uniform Shirts-Security/Officer Style

Uniform Shirts shall maintain shape and crisp appearance and shall meet all of the following requirements. The fabric shall be soil and moisture resistant and provide excellent color retention, even in heavy soil. An estimated 171 Short sleeved and 49 Long sleeved shirts will be required.

3.3 Material

Uniform Shirts shall consist of 4.25-oz. 65/35 pre-cured durable-press poly/cotton poplin.

3.4 Construction

Uniform shirts shall have pleated pockets with hook-and-loop closures and stitched-down military creases. The collar shall be a two- piece banded collar with stays and shall be lined and topstitched. The uniform shirts shall include a seven button front, button-down epaulets and include a badge tab on the left chest. The sleeve length shall be available in a hemmed short sleeve and the long sleeves shall have a two-button adjustable cuff.

3.5 Color

Uniform shirts shall all be white.

3.6 Marking

Sizes shall be marked on the inside of collar stand or on front shirttail. Manufacturer's name and fabric content shall be affixed to the inside of the collar stand or to the front shirttail. Marking applies to all shirts.

3.7 Patches

Contractor shall provide sew-on patches. Parking Enforcement will provide a sample of the patch. The Contractor in turn shall provide their sample patch for review and approval by Parking Enforcement Management. The contractor shall sew patches on the uniform shirts. The patches shall be centered on the right sleeve, 2 ½ inches below the shoulder seam. Patches will be removed and kept in Contractor inventory and reused, when shirts are retired, or returned for replacement due to size exchange or any other replacement reason. Contractor shall keep patches in a secured location at all times. The Contractor shall return all patches to the City at the conclusion of the contract, whatever their condition. Ground Transportation Enforcement will not require a patch.

4.0 DELIVERY REQUIREMENTS

4.1 Delivery of uniform shirts to the Parking Enforcement and Ground Transportation Enforcement facility is required within thirty (30) calendar days of issuance of contract number.

4.2 The designated location for pickup and delivery will be 1111 Rio Grande Austin, TX 78701. Pickup and delivery shall be once a week, between Monday and Friday, between the hours of 8:00 a.m. and 4:00 p.m. Dirty uniforms shall be picked up from, designated location, and cleaned uniforms shall be delivered on hangers to the same designated location. All uniforms will receive executive pressing. Pickup and delivery shall be included in the rental cost.

4.3 Delivery contact representative: Arthur Gonzales, arthur.gonzales@ci.austin.tx.us 512-974-1497 or Linda Gray, linda.gray@ci.austin.tx.us 512-974-1558.

5.0 INVOICING AND DOCUMENTATION REQUIREMENTS

5.1 Contractor shall submit invoices to: Austin Transportation/Parking Enforcement Attn: Arthur Gonzales, 1111 Rio Grande Austin, TX 78701. The Contractor's invoice shall be prepared on preprinted forms or business stationery. The invoice must include the company name, business address, invoice date, invoice number, and City's contract number. Each invoice shall include:

- a. Itemized invoice cover page
- b. Supporting documentation which includes the following:
 - 1) All signed delivery tickets
 - 2) Signed uniform inventory documents
 - 3) Any additional documentation and/or detail of documentation to be determined by Contractor and Parking Enforcement

5.2 The Purchasing Section of Austin Transportation Department shall process invoices for payment after all required documentation has been received.

6.0 SAMPLE AND INSPECTION

6.1 Submission of Samples

6.1.1 Contractor shall submit descriptive literature of each uniform item offered in response to this solicitation with their bid. NOTE: This is an important component of the bid analysis.

6.1.2 Contractor is hereby advised that Parking Enforcement may request one (1) sample of item(s) bid for evaluation. Contractor must provide the sample requested within 72 hours of notification free of charge. Contractor shall prepay all shipping charges.

6.1.3 Failure to provide samples or descriptive literature at the time specified by Parking Enforcement may result in rejection of the bid. The samples submitted by the

successful bidder will become the property of the City of Austin and will be retained as quality control samples throughout the life of the contract.

6.2 SAMPLE CERTIFICATION

6.2.1 If requested, bidder shall submit written certification regarding cloth type, Manufacturer and material weight.

6.2.2 Representatives from the City of Austin reserve the right to visit the Contractor's work facility prior to the award of the contract.

6.3 Sample(s) shall be delivered to:

City of Austin-Austin Transportation Department
1111 Rio Grande
Austin, TX 78704
Contact person for delivery: Arthur Gonzales (512) 974-1497
or Linda Gray (512) 974-1558

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Unifirst Holding, Inc. ("Contractor")
for
Rental of Work Uniforms, Shop Towels, and Cleaning Services
NA130000062**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Unifirst Holding, Inc. having offices at Austin, TX 78721-3631 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SSC0089.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid – Best Value, SSC0089 including all documents incorporated by reference
- 1.1.3 Unifirst Holding, Inc.'s Offer, dated 07/27/2012, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of forty-eight (48) months and may be extended thereafter for up to one (1) sixty-month (60) extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$2,305,580.00 for the initial Contract term and \$2,881,975 for the extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be

altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of
Authorized Person: Sai Xoomsai Purcell

Signature: Sai Xoom

Title: Senior Buyer

Date 01/22/2013

Printed Name of
Authorized Person: Yolanda Miller

Signature: Yolanda Miller

Title: Deputy Purchasing Officer

Date ~~01/22/2013~~ 2/19/13

RECEIVED
2012 AUG 13 AM 8:16
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID, BEST VALUE

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

CITY-WIDE UNIFORMS FOR NON-SAFETY DEPARTMENTS

IFB- BV No.: SSC0089

Addendum No. 4

Date of Addendum: AUGUST 9, 2012

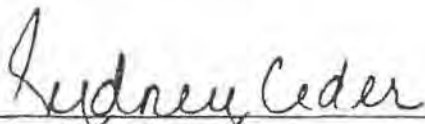
- 1.0 The bid due date and time for the above referenced Invitation for Bid, Best Value, has been changed to August 28, 2012 at 11:00 a.m.
- 2.0 So much of solicitation SSC0089 as addresses the City's requirement for a local storefront presence, locally performed alterations and patch application, and local recovery of unserviceable garments is herewith made optional for all respondents.

The City will accept responses to this solicitation for alterations and patch application that will be substantially performed at remote locations; however, the City will require the successful bidder to provide sample "try-on" garments in a range of common sizes so that City employees may ensure proper sizing before placing orders.

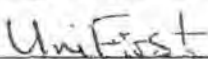
- 3.0 Additionally, the City will accept responses to this solicitation on the enclosed bid sheets or will accept a response from the bidder that identifies existing cooperative contract pricing, the duration of the cooperative agreement including all identified extension options, and how that cooperative contract matches the City's requirements for either a manufacturer's catalog or specific items identified on the bid sheet.
- 4.0 All other terms and conditions will remain the same.

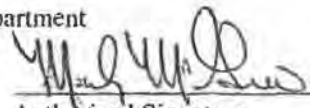
BY THE SIGNATURES affixed below, Addendum No. 4 is hereby incorporated and made a part of the above-referenced Invitation for Bid, Best Value.

APPROVED BY:


Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY:


Bidder


Authorized Signature

8/9/12
Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.



City of Austin

INVITATION FOR BID, BEST VALUE

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

CITY-WIDE UNIFORMS FOR NON-SAFETY DEPARTMENTS

IFB- BV No.: SSC0089

Addendum No. 3

Date of Addendum: AUGUST 3, 2012

- 1.0 The bid due date and time for the above referenced Invitation for Bid, Best Value, has been changed to August 15, 2012 at 2:30 p.m.
- 2.0 All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 3 is hereby incorporated and made a part of the above-referenced Invitation for Bid, Best Value.

APPROVED BY:

Sydney Ceder
Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY:

Uni First
Bidder

[Signature]
Authorized Signature

8/6/12
Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

RECEIVED
2012 AUG -7 AM 8:51
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS



City of Austin

INVITATION FOR BID, BEST VALUE

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

CITY-WIDE UNIFORMS FOR NON-SAFETY DEPARTMENTS

IFB- BV No.: SSC0089

Addendum No. 2

Date of Addendum: JULY 31, 2012

- 1.0 The bid due date and time for the above referenced Invitation for Bid, Best Value, has been changed to August 7, 2012 at 11:00 a.m.
- 2.0 All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 2 is hereby incorporated and made a part of the above-referenced Invitation for Bid, Best Value.

APPROVED BY:

Sydney Ceder
Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY:

Unifirst
Bidder

[Signature]
Authorized Signature

8/1/12
Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

RECEIVED

2012 AUG -3 PM 3:19

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS



City of Austin

INVITATION FOR BID, BEST VALUE

PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

CITY-WIDE UNIFORMS FOR NON-SAFETY DEPARTMENTS

IFB-BV No.: SSC0089

Addendum No. 1

Date of Addendum: JULY 16, 2012

1.0 Section 0400, Supplemental Purchase Provisions has been incorporated into the above referenced solicitation document as Attachment 4.

2.0 **AWU Locations** has been incorporated into the above referenced solicitation document as Attachment 5.

3.0 All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid, Best Value.

APPROVED BY:

Sydney Ceder
Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY:

Uw. First
Bidder

[Signature]
Authorized Signature

7/29/12
Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (BEST VALUE)
Offer Sheet

SOLICITATION NO: SSC0089

COMMODITY/SERVICE DESCRIPTION: CITY-WIDE UNIFORMS
FOR NON-SAFETY DEPARTMENTS

DATE ISSUED: JULY 2, 2012

REQUISITION NO.: 7400-12062700435

PRE-BID CONFERENCE TIME AND DATE: 10:00 A.M. ON JULY 17,
2012

COMMODITY CODE: 20085

LOCATION: AUSTIN CITY COUNCIL CHAMBERS, 301 W. 2ND
STREET, AUSTIN, TEXAS 78701, ROOM 1001

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 11:00 A.M. ON JULY 31, 2012

Sydney Ceder
Senior Buyer
Phone: (512) 974-2035

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 11:00 A.M. ON JULY 31, 2012

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.


Signature of Person Authorized to Sign Offer

Mark McGraw - Senior Sales Representative
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. XXXXXXXXXX

Date: 7/27/12

Company Name: UniFirst Corporation

Address: 6000 Bolm Road

City, State, Zip Code Austin, TX 78721

Phone No. (512) - 385-3320

Fax No. (512) - 385-3336

Email Address: mark_mcgraw@unifirst.com

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet, 2 Pages
- Section 0600 Bid Sheet(s), 13 Pages
- Section 0605 Local Business Presence Identification Form, 2 Pages
- Section 0700 Reference Sheet (if required), 2 Pages
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections), 9 Pages
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, 2 Pages
- Bid Guaranty (if required), N/A

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

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releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

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joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
 - B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

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parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

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and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, sydney.ceder@austintexas.gov.

2. INSURANCE. Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

- (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

SECTIONS 3 AND 4 ARE ONLY APPLICABLE IF VENDOR IS BIDDING ON SECTION A.

- 3. **BID/PROPOSAL/RESPONSE BOND ("BOND")** (Applicable to procurements requiring a Payment and/or Performance Bond.)
 - A. All Offers shall be accompanied by a Bid/Proposal/Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid/Proposal/Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
 - B. The Bid/Proposal/Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid/Proposal/Response Bond will be returned to the Offeror. The Bid/Proposal/Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid/Proposal/Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
- 4. **PERFORMANCE BOND (Must also include a Bid/Proposal/Response Guaranty/Bond – see paragraph 5 above)**
 - A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The

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Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 48 months and may be extended thereafter for up to 1 additional 60 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 48 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

6. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

7. DELIVERY REQUIREMENTS

Location:

Vendor will be provided a list of various City

Department locations that require delivery

upon contract award.

- A. Delivery is to be made within 2 calendar days after the order is placed (either verbally or in writing) for all standard uniform orders which the Vendor is required to carry stock. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

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- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

8. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be billed to the City Department that placed the order. The Vendor will be provided a list of each Department's invoice mailing address upon contract award.

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. RESTOCKING FEES

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

10. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

11. SAMPLES – EXACT REPLICA

- A. The Offeror shall submit an exact replica of the non-customized uniform items to be provided per specification IFBBV SSC0089. This sample shall be provided within 5 working days after request by the City.

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- B. Send samples to the City at the following address:

City of Austin	
Department	Purchasing Office
Address	124 W. 8 th Street
City, State Zip Code	Austin, TX 78701
Attn:	Sam Dominguez

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

12. PUBLISHED PRICE LISTS

- A. Offerors must quote their prices as a discount from the Manufacturer's Suggested Retail Price (MSRP) for all items being offered under the Contract. The discount from MSRP may be increased by the Contractor during the life of the Contract, but may not increase.
- B. One copy of the MSRP price list upon which the discount(s) are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the manufacturer's name and the latest effective date of the price list.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of an increase in the manufacturer's prices to the dealer or MSRP. Written notification from the Contractor of price changes (along with a copy of the revised list) must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30-calendar days after written notification. The City reserves the right to refuse any price revision or to accept an alternative, buyer-approved equal product as a substitution.
- D. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

13. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care

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plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

14. WORKPLACE CONDITIONS CODE ("CODE") – ONLY APPLICABLE TO SECTIONS A & C

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.

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B. In this code:

- i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.
- ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
- iii. Worker means:
 - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
 - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
 - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.

C. Prohibition of Sweatshop Conditions.

A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.

D. Compliance with All Laws. A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.

E. Harassment and Abuse. A Vendor shall not engage in behavior that harasses or abuses a worker in a sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.

F. Discrimination. A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.

G. Exposure to Toxins. A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.

H. Wages and Benefits. A Vendor shall pay wages that comply with the Living Wages and Benefits Provision contained in this Solicitation.

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- I. Wage and Hour Records. Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. Working Hours. A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- K. Overtime Compensation. A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. Termination. A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. Closure to Avoid Compliance. A vendor may not close or reduce orders for a production facility:
 - i. as a punitive measure against workers for exercising their right to freedom of association; or
 - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. Vendor Recordkeeping Requirements.
 - i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
 - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
 - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
 - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - (2) An agreement in which the Vendor commits to the following:
 - (a) That the Vendor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Vendor's suppliers or Subcontractors; and
 - (c) That the Vendor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious,

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and accessible in the workplace and translated into the each worker's first language; and

- (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Vendor in any local, state, or federal administrative agency or court in the preceding five years; and
 - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
- O. Each Vendor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
- P. Each Vendor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Vendor's payroll records, the Vendor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Vendor, stating that the records are complete and accurate.
- Q. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Vendor and its Subcontractors and suppliers are in compliance with this Code. The Vendor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
- R. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- S. Compliance; Verification. Each Vendor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- T. Enforcement; Penalties.
 - i. Complaints. Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
 - ii. Requests for Information. Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Vendor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
 - iii. Access to Production and Distribution Facilities. For administration and enforcement purposes, a City Vendor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
 - iv. Independent Audit. If the City is unable to verify compliance, it may require an independent audit at the expense of the Vendor, followed by a public report verifying either that the

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violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.

- v. Remediation. On a finding that a violation of this Code has occurred at a Vendor's production facility, the City and the Vendor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - (3) re-instating a worker who has been dismissed in violation of the law.
- vi. Training On Workplace Conditions. At a facility or operation of a Vendor determined to be in violation of this Code, the Vendor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Vendor shall bear the expense of the training. Upon the City's request, the Vendor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
- vii. Summary of Corrective Actions. The City may require that a Vendor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Vendor shall provide the written summary within the time period specified by the City.
- viii. Sanctions. The City may impose sanctions if a Vendor knowingly provides misinformation or falsified information to the City or if a Vendor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Vendor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
- ix. Debarment and Suspension. In the event that a Vendor is debarred, the City Purchasing Officer will remove the Vendor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Vendor from the list for the period specified in the non-compliance sanction.
- x. Protest. A Vendor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

15. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

16. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the City of Austin Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City of Austin Department buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City of Austin Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

17. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the

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Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
- (3) For the purposes of this Contract, pricing provided by the Contractor will be considered to be 70% cost of goods and 30% cost of labor; price change requests shall be allocated accordingly. For the 70% cost of goods pricing, Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index Industry Data, Series ID: 4481, the Index for Clothing Stores, current as of the date of the Contractor's Offer; and a copy of the index for the most current period. For the 30% labor portion of the contract, Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period. Price increases shall be calculated based on percentage changes in the above indexes with the following formula:

$$\text{Price increase \%} = .70 (\text{PPI Index above}) + .30 (\text{Labor Index})$$

- (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
 - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed **twenty-five percent (25%)** for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
 - iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.

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- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

18. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

19. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Sam Dominguez
512-974-1721
Sam.dominguez@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

AWU LOCATIONS

SOUTH AUSTIN REGIONAL WWTP

AMY STOWE	(512) 972-1600	13009 Fallwell Lane	Del Valle, TX 78617
RANDALL SWENSON	(512) 972-0640	fax	amy.stowe@austintexas.gov
Hours of availability:	7:30 a.m.	3:30 p.m.	except City observed Holidays

GOVALLE OCCU DEV & SUPPORT

MARGARET LOPEZ	(512) 972-1510	911 Linger Lane	Austin, TX 78721
JAMES BENNETT	(512) 385-1810	fax	margaret.lopez@austintexas.gov
Hours of availability:	6:00 a.m.	2:00 p.m.	except City observed Holidays

HORNSBY BEND BMP

ROSIE CHAVEZ	(512) 972-1950	2210 S. FM 973	Austin, TX 78725
KEN LOCKARD	(512) 972-1900	fax	rosie.chavez@austintexas.gov
Hours of availability:	7:00 a.m.	3:00 p.m.	except City observed Holidays

ULLRICH WTP

DAISY HORTON	(512) 972-1800	1000 Forest View Drive	Austin, TX 78746
TERRY DELANEY	(512) 972-1834	fax	daisy.horton@austintexas.gov
Hours of availability:	7:00 a.m.	3:00 p.m.	except City observed Holidays

DAVIS WTP

AMY PADILLA	(512) 972-1722	3500 W 35 Street	Austin, TX 78703
DONALD HUNTER	(512) 972-1727	fax	amy.padilla@austintexas.gov
Hours of availability:	7:00 a.m.	3:00 p.m.	except City observed Holidays

NORTH SERVICE CENTER

ERIC WRIGHT	(512) 517-7556	901 W Koenig Lane	Austin, TX 78756
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AWU LOCATIONS

MANUEL MACIAS	(512) 972-0945	fax	eric.wright@austintexas.gov
Hours of availability:	6:30 a.m.	5:00 p.m.	except City observed Holidays
<i>EAST SERVICE CENTER</i>			
JOE DAVILA	(512) 972-0737	6301-B Harold Ct	Austin, TX 78721
MERCEDES GARCIA-LOPEZ	(512) 972-0726	fax	joe.davila@austintexas.gov
Hours of availability:	7:00 a.m.	3:30 p.m.	except City observed Holidays
<i>SOUTH SERVICE CENTER</i>			
DORA SOTO-COOPER	(512) 972-0511	3616 S 1 Street	Austin, TX 78704
RICK CORONADO	(512) 972-0512	fax	dora.soto-cooper@austintexas.gov
Hours of availability:	7:30 a.m.	2:30 p.m.	except City observed Holidays
<i>GLEN BELL SERVICE CENTER</i>			
REGINA LUNA	(512) 972-1203	3907 S Industrial Blvd	Austin, TX 78744
ROSEMARY YBARRA	(512) 972-1266	fax	regina.luna@austintexas.gov
Hours of availability:	7:30 a.m.	4:00 p.m.	except City observed Holidays
<i>WEBBERVILLE SERVICE CENTER</i>			
MARY VARELA	(512) 972-2020	2600 Webberville Rd	Austin, TX 78702
ROSEMARY YBARRA	(512) 972-2039	fax	mary.varela@austintexas.gov
Hours of availability:	8:00 a.m.	5:00 p.m.	except City observed Holidays
<i>WALNUT CREEK WWTP</i>			
JOE FABIAN	(512) 972-1443	7113 FM 969	Austin, TX 78724
MIKE WELCH	(512) 972-1448	fax	joe.fabian@austintexas.gov
Hours of availability:	7:00 a.m.	3:30 p.m.	except City observed Holidays

**City of Austin
Specifications
Industrial Clothing, Supplies, and Service
IFB-BV**

1.0 Purpose

This is an Invitation for Bid -- Best Value (IFB-BV) for a four-year service agreement with one (1) five-year renewal option for a full service industrial clothing and supplies uniform contract for various departments within the City of Austin. This bid shall be awarded based on the "best value" criteria set forth in this specification. The City of Austin seeks bids in response to this IFB-BV from Contractors with significant experience and specialization in providing uniforms, the application of patches and embroidery, as well as alteration and repair services.

It is the City's preference to award a single contract for the City's uniform needs; however, the City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items.

This IFB-BV is divided into 3 separate sections: Section A: Uniforms, Patches, and Alteration Services, Section B: Service Pins, and Section C: Uniform Rental and Laundry Service. Bidder may choose to bid one section, two sections, three sections, or a combination of all three. Section A, Section B, and Section C require that the Vendor provide pricing for all line items contained within the section.

SECTION A: UNIFORMS, PATCHES, AND ALTERATION SERVICES

2.0 Scope and Classification

- 2.1 Scope -- This specification establishes the minimum requirement for uniform items, patches, supplies, sewing and alterations for City personnel. It includes sections on Scope and Classification, Background Information, Performance Requirements, Certification and Test Requirements, Ordering, Delivery, Training and Uniform Retirement, Reporting and Invoicing Requirements, Product Design and Material Requirements, Alterations and Repairs, and Competitive Selection and Contract Award Procedures.

3.0 Background Information

The City of Austin is the state capital located in Central Texas with an urban population of more than 750,000 within the incorporated limits and 1.7 million in the Austin-Round Rock MSA.

The City is looking for a Contractor to provide a sophisticated uniform services model that includes professional sizing and alterations at the Contractor's local facility. It is also required that the Contractor provide a web-based ordering system that will allow each

employee to place orders for uniform items online using a unique password and user id. Online approval functionality (a tiered system) for each order by Department Administrator is required. The City also requires online reporting that tracks uniform issues by department, employee, item type, and total. Information maintained inside this system should be readily exportable in a common data format, and the City will export data on a recurring basis and at the conclusion of the contract. All data maintained for the City of Austin is the property of the City. Each Department will have the option to utilize the web-based ordering system and recording keeping system or not, at any point within the contract.

Section A: the successful Bidder will be awarded either the entire contract or the majority of the contract and will be required to operate a store front, an online ordering system with recordkeeping, and collect and store the City's used standard uniform items.

Bidder is required to submit a list of all product lines they can offer, plus a respective discount from MSRP for each product line. Bidder shall provide the "over and under sizes" per Manufacturer and the percentage that will be charged above the standard sizes (see Attachment A). For custom items that the City will purchase in the future, Bidder shall provide the dealer cost plus mark-up.

4.0 Performance Requirements

- 4.1 To the extent possible, the City will introduce uniform variations (including both issue and retirement) to the organization at the same time. This may require detailed planning, surge ordering, inventory stockage and additional hours of availability on the part of the Contractor's organization.

To the extent possible, the City will coordinate major uniform changes affecting large number of uniform personnel with the supplier a minimum of 180 calendar days prior to a planned uniform change so as to allow for acquisition lead time (and required activities such as acquiring storage space and modifying the individual clothing record) on the part of the supplier. In addition, smaller changes may be made and smaller one time purchases may be required through out the life of this contract which will need a much shorter lead time. Each purchase or change will be worked out with the Contractor on a case by case basis.

The brands and items listed in this solicitation are merely for evaluation purposes. The City reserves the right to add or delete additional brands or line items throughout the life of the contract. The Vendor will provide pricing or a discount from Manufacturer's suggested list price as requested and the City will evaluate the pricing.

Should the retirement of an item create an excess-to-needs stock condition, the supplier should attempt to return any stock ordered by the City to the manufacturer for exchange or credit. Any stock that cannot be returned to the manufacturer for credit after proper coordination with the City will be considered a "use until exhausted" item.

The City of Austin reserves the exclusive right to determine whether an item is a "buyer-approved equal" to the line item specified in the solicitation. For purposes of

comparison, the City may define equivalency to mean something less than "an exact replica in every detail," but something that "generally matches the specified item in form, fit, and/or function."

- 4.2 All items and materials shall perform under normal wear and tear for at least 12 months with no ripping or unraveling of seams, stitching, points of stress, or failure of any glues or other adhesives.
- 4.3 All items and materials shall be of high quality, colorfastness and durability, and designed and manufactured to withstand extensive field use over time. All fabric shall meet standard shrinkage allowance of approximately 2%, be colorfast, and be guaranteed washable. The fabric used is to include a fashion clear finish, soil release that combines with color bright retention, has moisture absorbency, and provides maximum comfort.
- 4.4 Each item shall be tagged with standardized sizing, material and care labeling.
- 4.5 The Contractor must submit evidence (dated manufacturer's catalog or similar, electronically is preferred) that all items are currently commercially available or will be available once the Vendor begins work for the City. The City expects that a minimum of 95% of employees (both male and female) will be supplied using garments available from stock within 48 hours of request for uniform items that do not require embroidery, patch placement or a name tab. For uniform items such as duty shirts or cold weather jackets that require custom embroidery or the application of a name tab; orders will be ready within 5 working days. No more than five percent (5%) of employees will require special orders for uniforms. Contractor will provide a list or chart of the stocked item sizes as an attachment to the bid.
- 4.6 All items shall have a warranty covering defects in materials and workmanship for at least 12 months.
- 4.7 **Stitching**
 - Thread tension shall be evenly maintained to eliminate tight or loose stitching.
 - Seam allowances shall be maintained to eliminate all raw edges, run-offs, twists, pleating, or open seams.
 - All seams carrying load or stress shall be double-stitched.
 - Seam ends shall be tacked or secured by other seams.
 - Stitching line ends and thread breaks shall be overlapped by at least one-half inch.
 - All stress areas shall be secured with bar tacks or other reinforcements.
- 4.8 The Contractor shall guarantee replacement of defective items within 48 hours of notification for stock items only.
- 4.9 The Contractor shall guarantee exchange of ill-fitting items within 48 hours of notification for stock items only.
- 4.10 All items are to be packaged for delivery in accordance with industry standards.

- 4.11 At the start of the contract, the Contractor will be required to record sizing information on an electronic record for all City Department employees who elect to utilize the on-line ordering system with record keeping.
- 4.12 The Contractor shall stock adequate quantities of all items and materials to ensure delivery in accordance with ordering requirements described below.
- 4.13 The Contractor shall provide emblem sewing (including attaching and removing patches, embroidered namestrips, etc.) and alterations as specified in the Alterations and Repairs section of the scope of work.
- 4.14 Emblems are to be provided and sewn on by the Contractor for all City of Austin patches, emblems, and namestrips.
- 4.15 Sewing and alteration workmanship
- If emblem sewing, emblem removal or alteration permanently damage a garment and results in the garment being unusable, Contractor shall be liable for replacement cost of garment. The Contractor shall replace unusable garments within 2 calendar days.
 - The City will either supply or work with the Contractor to secure a correctly configured sample of each shirt and trouser or other item as applicable that is covered under the contract, as a template for the Contractor's use.
- 4.16 The Contractor shall maintain a fully-staffed, commercial, brick and mortar facility located within the city limits of Austin and provide regular operating hours for both goods and services for a minimum of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. The selected Contractor's staff shall be properly trained in order to provide all City personnel with prompt and courteous service.
- 4.17 At least one day per week, Monday through Friday, the Contractor shall be open for business beginning at 6:00 a.m. Service hours on this day shall be no less than 6:00 a.m. to 5:00 p.m.
- 4.18 To ensure the public safety, the City of Austin reserves the right to require that the Contractor be open for City business during serious emergency operations. The City may request this service at any time, 24 hours a day, 365 days a year, during any emergency response activation.
- 4.19 It is the intent of the City to have the Contractor's facility stocked and ready for operation 120 days after contract award.

Bidders are required to provide a transition plan with their bid if responding to Section A. This requirement is valid of all bidders who plan to provide the City with a storefront operation and an online ordering system with recordkeeping, regardless of whether the bidder has a current storefront operation in the Austin area. This transition plan should be a complete account of the steps that the bidder will take to ensure that the bidder will be able to open a fully-functioning uniform and equipment

storefront no later than 120 days after contract award. The transition plan should also include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step. The transition plan should begin on the date that the contract is fully-executed and end on the day that a fully-functioning uniform storefront is opened for business to the City.

Since actual dates will depend on the date of contract execution, it is acceptable for the bidder to indicate a number of days or weeks to accomplish the task, or to otherwise show the steps the Contractor will perform to be ready to provide services no later than 120 days after contract award.

We recommend that the transition plan include, but not be limited to, how the Bidder plans to address the following items:

- Implementing the On-line Ordering System with Recordkeeping
- Conducting training for City staff members

- 4.20 The Contractor shall be subject to a "Non-Performance Penalty" of 10% of total dollar of items on backorder each month if a fill rate of 95% or better is not achieved on standard issue uniform items, sizes, and equipment. The non-performance penalty amount shall be reflected as a credit in the billing each month.
- 4.21 Throughout the life of this contract the City may have occasion to order special run uniform items such as T-Shirts or Polo Shirts for a special event in various colors, with custom screen printing or embroidery. These items will not be considered standard issue and will not need to be stocked by the Contractor. The turn-around time for these items shall be 10 days.
- 4.22 The selected Respondent must employ an Account Manager dedicated to the City account. The assigned Account Manager must have an in-depth knowledge of the City's contract to include provisions, list of approved items as well as have access to all manufacturers providing the product. Upon request, the Account Manager or designee must be available to attend meetings to discuss contract or uniform issues as well as have the ability and authority to make decision on behalf of the selected Respondent.
- 4.23 As part of the conclusion of the Contract, City and current contractor will assess the value of current inventory, and at the City's option, the City will either buy back the inventory, or will incorporate the inventory into the re-solicitation to become the responsibility of the next Contractor. The City reserves the right to work collaboratively with the Contractor during the final 9 months of the contract to develop a resupply and ordering plan that will minimize the quantity of uniform and equipment items subject to "buy back" under this agreement.

5.0 Certification and Test Requirements

- 5.1 Samples – All Contractors are required to submit a sample of each item if requested, at no cost to the City, for demonstration and evaluation.
- The Contractor shall provide samples within 5 business days after notification by the City.

- Failure to provide samples in the time specified may result in rejection of the bid.
 - Samples submitted by the Contractor will become property of the City and will be retained as quality control samples throughout the life of the contract.
 - For each sample, the Contractor must provide written certification of manufacturer, as well as material type and weight.
- 5.2 The City reserves the right to submit samples for testing by any testing laboratory selected by the Purchasing Officer, in order to verify conformity to the stated specifications and/or certifications. If samples do not pass inspection tests, the Contractor shall pay for the cost of testing.
- 5.3 The Contractor shall submit a published sizing chart for each clothing item, showing the key measurements (chest, waist, hip, etc.) for each size.
- 5.4 The samples submitted by the Contractor will become the property of the City and will be retained as quality control samples throughout the life of the contract.
- 5.5 Contractor shall have at least 5 years experience providing similar services for similar size agencies and shall provide documented proof with bid, in the form of references and a resume.
- 5.6 As part of bid submission, Contractor shall provide documentation listing names, job duties, and years of experience of each employee providing services under the contract.

6.0 Ordering, Delivery, Training, and Uniform Retirement

- 6.1 The Contractor is required to operate a web-based ordering system that can be accessed by each City of Austin employee with a unique password, provide a pick list of standard uniform items, alteration and repair services to order, and an order history for the City of Austin employee to review so they can track their order history.
- 6.2 The Contractor shall allow City of Austin employees to buy extra uniform items online or at the Contractor's local facility from any approved catalog for contract pricing with their own personal funds.
- 6.3 Online workflow: approval process and reporting for City management. Online order flow to a designated City Department contract administrator's work queue for approval before the order is processed. The approver will be notified by email that an order is pending approval. Approval rights shall be made available for up to 10 users for each Department. Additional users may be added at no cost to the City.
- 6.4 No minimum quantity requirements shall be placed on orders for any item.
- 6.5 The Contractor shall turn around orders within 48 hours of order approval (except weekends and city approved holidays) for all standard and stocked uniform items, that do not require custom embroidery, patch application or the application of a name tab or within 5 working days if the stocked uniform item requires embroidery, patch application or application of a name tab. Items requiring longer delivery times are specified in this Scope of Work document.

- 6.6 The Contractor shall notify the City staff member by email or phone when their order is ready for pickup at the Contractor's location. The Contractor shall give the City staff member up to 2 weeks to pick up their outstanding order before notifying the City Department's contract administrator.
- 6.7 City Personnel shall be able to order alterations or repairs to uniform items on-line off a set menu. Once the order has been approved by the City Department's contract administrator, the City staff member shall take the uniform item to the Contractor's local facility. Repairs and alterations shall be completed by the Contractor for the City staff member on a "while you wait" basis. More complex alterations shall be completed within 5 days of request.
- 6.8 Orders shall be delivered to the Contractor's facility or to the Department and shall include the following on packing slip.
 - A. Order Number
 - B. Employee name
 - C. Employee number
 - D. Description of items shipped
 - E. Quantity of items shipped
 - F. Unique reference number that tracks the order from origin to receipt of invoice
- 6.9 Additional City Departments and delivery locations may be added as needed.
- 6.10 The Contractor shall include training and customer service support by email and phone for the online ordering system through out the life of this contract.
- 6.11 City Departments may require standard uniform items to be turned in on a "one for one basis" in exchange for new issues. The Contractor shall collect used standard uniform items from the City staff member at the Contractor's local facility when a new order is picked up by the City staff member. The Contractor shall record on an electronic record if the City staff member did not turn in the prerequisite number of uniform items required. A report identifying the name of the City staff member, along with what uniform items were not turned in to the Contractor, shall be available for the contract administrator to review on at least a weekly basis. The Contractor is not required to enforce the City's uniform exchange policy. Department management will follow up with personnel as needed. The Contractor shall be responsible for collecting and securely storing retired uniform items in a locked bin or container until they can be collected by either the City or a City Contractor, approximately twice a month or more. Contractor will be able to charge the City a flat monthly fee for providing this collection and storage service. Contractor will not be required to dispose of retired uniform items.

7.0 Reporting and Invoicing Requirements

- 7.1 Contractor shall email a monthly invoice with a report showing the detail of all purchases for the month to each City Department.

- 7.2 Only items or services received and signed off by a City staff member may appear on the invoice.
- 7.3 Electronic reports shall be made available monthly by the Contractor to the Department contract administrator. The reports shall show individual issues, by type, the total of clothing/service quantities purchased, and total dollar purchases by a selected date range (daily, weekly, monthly, quarterly or yearly).
- 7.4 An individual electronic record shall be made available to each employee to view online when he/she signs on to his/her personal account. The record shall show order history for that individual by date, quantity, item, and size for all uniform items purchased.
- 7.5 A report identifying the name of the City staff member along with what uniform items were not turned in to the Contractor shall be available for the contract administrator(s) to review on at least a weekly basis.
- 7.6 The Contractor shall maintain electronic employee sew/alteration records and shall include employee name, employee number, a count of each type of garment handled and a detailed listing of all sewing/alteration services provided.
- 7.7 Reference Section 0300, Ownership and Use of Deliverables. Upon conclusion of the Contract, ownership of Contractor's on-line clothing record database and any artwork created by the Vendor for the City will be transferred to the City. All data generated through the system is considered City data, is owned by the City, and will be transferred to the City in agreed upon electronic format.
- 7.8 Additional technical information regarding the Online Ordering System with Recordkeeping is detailed below:
- 7.9 Reporting metrics shall include at a minimum: number of orders submitted, number of orders filled, number of backorders, total sales, total sales by department, and sales by type of garment.
- 7.10 The City's minimum expectations for an Online Ordering System are:
- a. Internet based;
 - b. Accessible for not less than 23 hours daily, since the anticipated users are employees on varying duty shifts and assignments;
 - c. Complete and deployed for general customer use, not a custom build for this contract;
 - d. Includes a user identification and password capability similar to standard online ordering systems such as Amazon;
 - e. Includes the capability for a properly secured user, such as a City administrator, to create a new account for an "ordering

individual", including providing preliminary size data for the account [i.e. no self-creating an account by individual, since City will exclusively pay for these orders];

- f. Includes the ability for the ordering individual to select one or more of the items specifically identified on the contract, in a quantity of one or more, which are then accumulated to form a single order. For example, selecting two shirts, two sets of patches, and a pair of trousers in a single ordering event;
- g. Includes a workflow / customer order approval capability to provide for City internal approvals by a minimum of two (2) City approval levels, i.e. the department uniform / property manager ("Property") and the department financial staff ("Finance") prior to order processing by Vendor;
- h. Includes a clear and easily understandable status indicator, visible to any City user (administrator or individual) to show that the order has been placed, is pending City internal approval level 1, is pending City internal approval level 2, is being processed by proposer, is ready for pickup by ordering individual, has been picked up by ordering individual, and has been invoiced to the City;
- i. Includes the ability to report on an individual order, on the orders placed by the entire department, on the cumulative orders placed by an individual, and by the item ordered (such as a report of cargo-pocketed pants ordered by the Aviation Department) regardless of ordering individual, with each report defined by a user-selected time period; and
- j. Includes the ability for the reports, or the base data underlying the reports, to be exported by a properly secured user as a comma separated variable file to be used by the City for internal reporting and management purposes.
- k. Includes the ability to allow the City to upload bulk orders into each employee clothing record, ie. for an order for 6 shirts each for 500 employees, total 3,000 shirts, each employee's record will be updated to reflect the six shirts.
- l. Allows approvers to include comments to each order, including approval or rejection and reason for rejection.

- m. Allows approvers to edit orders.

7.10.1 The City's test data profiles to support the above requirements are provided below. The test data profile should be used by the Bidders for developing, testing and validating the proposer's system; however, the actual demonstration will be done in real time, by the bidder and City staff to validate the steps listed above.

The demonstration will begin with the bidder creating City administrator accounts for a department, for both the Property and Finance approvers, and then those administrators will continue the demonstration by signing in to their accounts, creating an account for one ordering individual for each department, providing preliminary sizing information, then signing off.

The demonstration will continue with the sign in of the ordering individual, who will place two complete orders and sign off.

The City administrators will sign back in, and apply Property and Finance approvals to one of the two orders, and will reject the other order and sign off.

The proposer's staff will then simulate the processing of each of the two orders through the invoicing process for the approved order, and any required processing of the rejected order.

The demonstration will include any email notifications or other status updates to be provided.

Upon completion of the simulated order cycle, the City will also test the reports and download of data.

This complete "end to end" test will be satisfactorily completed as a condition of contract award.

User Profiles:

1. Fire Property Approver
 - a. Userid:
 - b. Password:
2. Aviation Finance Approver
 - a. Userid:
 - b. Password:
3. Aviation Employee
 - a. Userid:
 - b. Password:
 - c. Shirt Size: Medium
 - d. Neck Size: 15

- e. Sleeve Length: 31
- f. Waist: 30
- g. Inseam: 28
- h. Hat: 7 ¼

8.0 EMBLEMS AND PATCHES SPECIFICATIONS

8.1 Scope and Classification

8.1.2 Scope

This specification establishes the minimum requirements for the City of Austin (COA) Emblems and Patches. It includes sections on Scope and Classification, General Requirements, Performance Requirements, Material Requirements, Design and Construction, Certification and Test Requirements, Other Requirements, and Ordering Data.

8.2 Classification

To provide Emblems and Patches to City of Austin Departments employees for use in the performance of their official duties.

9.0 GENERAL REQUIREMENTS:

All details not specifically described herein, including but not limited to styling, construction, color, materials, and components must match the standard reference samples to be provided to awarded bidder. Emblems and patches will be sewn on apparel or heat sealed on COA caps used by COA employees.

10.0 PERFORMANCE REQUIREMENTS:

Emblems and patches shall perform under normal wear and tear for a minimum of twelve (12) months without ripping or coming undone.

11.0 MATERIAL REQUIREMENTS:

- 11.1 Emblems and patches shall be made of 100% polyester thread.
- 11.2 Emblems and patches may be 100 % embroidery or a combination of embroidery and twill material. See samples for verification. Samples provided to awarded bidder of emblems and patches will govern the manufacture of the final product. Approval of final samples will be made by designated COA employee.

12.0 DESIGN AND CONSTRUCTION

- 12.1 Borders of emblems and patches shall be merrow or laser finish.
- 12.2 Backing of emblems and patches for sewing on apparel shall be plastic.

- 12.3 Backing of emblems and patches for placement on caps shall be heat seal compatible type.
- 12.4 Actual sizes of emblems and patches shall be as shown in Attachment B and by the samples provided upon award of the contract to the vendor.
- 12.5 Colors of emblems and patches shall be FUFU colors or equal as per industry standards. All colors used in the manufacture of emblems and patches for a department must match all other emblems and patches for that department.
- 12.6 Font for lettering used by each department must match all other emblems and patches for that department. Size of font and bold of lettering will be determined upon approval of the samples by COA employee.
- 12.7 Any emblem or patch listed on the bid sheet may be reduced in size to approximately 2 ½" to 3" X 3" for placement on caps with up to 6 colors (see bid sheet).
- 12.8 A new patch may be requested that is similar in size and the same number of colors to a patch that has been awarded and on contract. Additionally, an existing patch may change in the colors originally specified or the shape but will remain approximately the same size as specified with the same number of colors. In these instances, the price of production of the new patch or modified patch shall be as specified in the awarded vendor's bid sheet.

13.0 CERTIFICATION AND TEST REQUIREMENTS:

- 13.1 After bids are received, samples may be requested from the bidders by the City of Austin. Bidders shall provide samples within ten (10) calendar days of notification. Notification may be in writing or by phone. Requested samples are to be provided at no cost to the City. With each sample, bidder must submit written certification regarding thread type, thread manufacturer and color(s) used.
- 13.2 Samples may be subjected to laboratory testing at the discretion of the City. Bidders are responsible for all testing costs of their samples.

14.0 OTHER REQUIREMENTS:

- 14.1 After award of the contract, samples of current City of Austin emblems and patches shall be provided to the successful bidder. Emblems and patches ordered shall match quality, construction, color, and all components of the samples provided to the successful bidder. If emblem or patch is new and no sample is available, successful bidder shall provide a sample of the new emblem or patch to COA employee for approval. Once the new emblem or patch is approved, successful bidder shall match quality, construction, color, and all components of the new match with future orders.
- 14.2 Successful bidder shall guarantee replacement of improperly manufactured emblems and patches. Such replacement shall be made within two (2) weeks from time of notification.

15.0 ORDERING DATA:

- 15.1 Orders shall be confirmed via fax or e-mail within 24 hours of receipt of order.
- 15.2 There shall be no minimums placed on orders.
- 15.3 Emblems and patches shall have a thirty (30) calendar day delivery.

16.0 ALTERATION AND SEWING SERVICES

The services outlined in this section refer to alterations and repair that take place after the initial purchase and acceptance by the City of the uniform item. If the original item calls for the application of patches or name tabs that cost is required to be reflected by the Contractor in the original purchase price. Alterations and repairs listed in this section refer to services needed to maintain the functionality and fit of a uniform item so a whole replacement is not required.

The exception is uniform trousers; special alterations (other than hemming) that may be required to uniform trousers to assure proper fit before the item is accepted by the City.

16.1 Alterations and Repairs – Uniform Shirts

- a. Contractor shall sew on any patches to each uniform shirt before it is issued, as requested by each department.
- b. Contractor shall remove and/or re-apply patches to uniform shirts as requested.
- c. Sewing shall be minimally double stitched to ensure patch does not detach from clothing.
- d. Contractor shall perform maternity alterations services on shirts as ordered.

16.2 Alterations and Repairs - Trousers

- a. Alterations and repairs performed on trousers shall include, but are not limited to, fly zipper replacement, hemming, and addition of maternity panels, waist tapers, and side darts at trouser waist.
- b. Fly zipper: Contractor shall supply and sew in replacement metal zippers to uniform pants as ordered.
- c. In most cases alterations should be made on a while you wait basis or be completed prior to the employee picking up their garment.
- d. Prior to acceptance of altered trousers, employee shall try on trousers to ensure proper fit and completion.
- e. Any alteration faults identified during employee try-on shall be corrected immediately, while employee waits, at no additional charge.
All alteration materials that will be visible shall be color-matched to existing fabric.

16.3 Alterations and Repairs - Winter Jackets

- a. Contractor shall apply any required patches to each winter jacket, as applicable.
- b. Contractor shall re-apply patches as needed

- c. Contractor shall apply, repair and re-apply different name tabs for both the outer shell as required.

COMPETITIVE SELECTION AND CONTRACT AWARD PROCEDURES

Evaluation Committee

An Evaluation/Selection Committee will evaluate all bids received for this solicitation and determine, in a comparative manner, which bid(s) offer the best value to the City of Austin.

The Contractor will be selected by the City based on a best-value model. Evaluation factors outlined below shall be applied to all eligible, responsive Contractors in comparing and then selecting the successful bid. Award of a contract may be made without discussion with Contractors after bids are received. Bids should, therefore, be submitted on the most favorable terms.

Section A: Evaluation Factors (100 points total)

Cost	60 points
Local Presence	10 points
Online Ordering System with Recordkeeping	10 points
Experience	10 points
Green Initiatives	10 points

Optional Site Visit (20 points)

Site visits may be conducted with the some or all bidders at the discretion of the City.

LOCAL BUSINESS PRESENCE

Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria.

Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered, a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

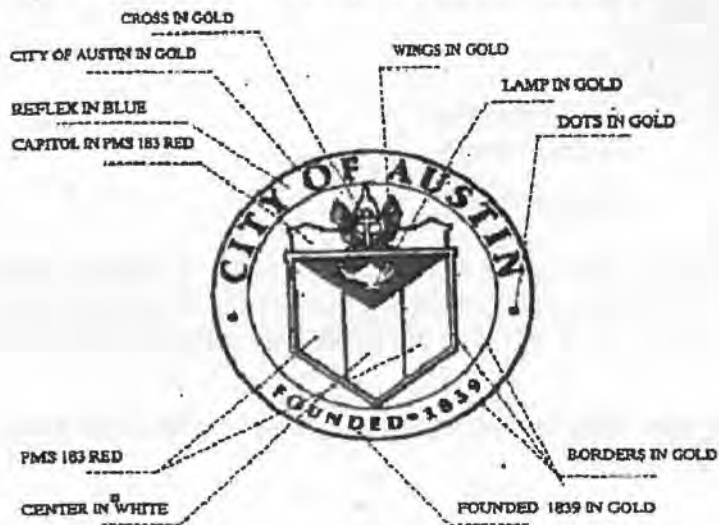
SECTION B: SERVICE PINS SPECIFICATIONS (100 POINTS)

1.0. SCOPE AND CLASSIFICATION

- 1.1. Scope: This standard establishes the minimum design and performance criteria and test methods for Service lapel pins.

2.0. APPLICABLE SPECIFICATIONS

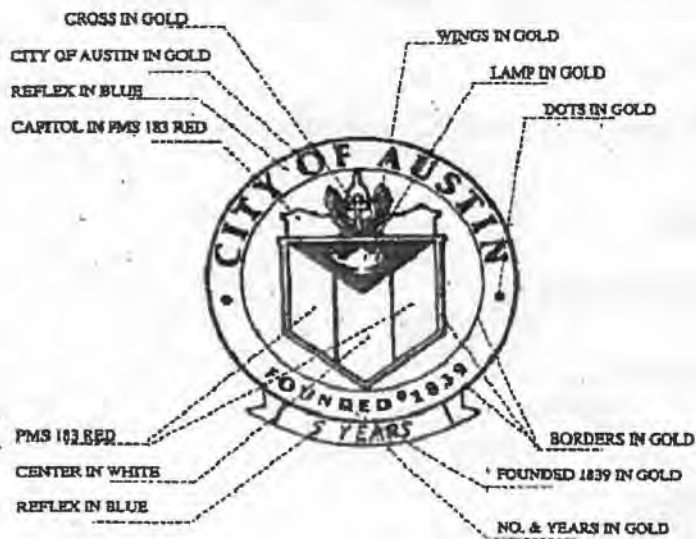
- 2.1 Service lapel pins—1/2 inch Cloisonne lapel pin.



Brass material with electrostatic gold plating and cloisonné color filled, military squeeze clutch with a nail and spur back. Lettering and borders are dye struck, lapel pins are 1/2 inch in size. All pins are to be boxed in a 1 1/4 x 1 1/4 inch plastic display box with see through top and foam insert.

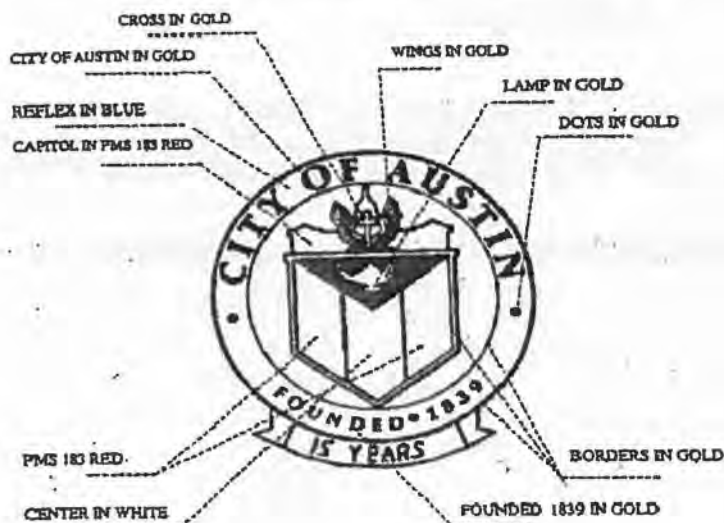
- 2.2 Service lapel pins—5/8 inch Cloisonne lapel pin for 5 and 10 years of service.

(5 & 10 YEAR CLOISSONNE LAPEL PIN)



Brass material with electrostatic gold plating and cloisonné color filled, a military squeeze cluth with a nail and spur back. Lettering and borders are dye struck, lapel pins are 5/8 inch in size. All pins are to be boxed in a 1 ¼ x 1 ¼ inch plastic display box with see through top and foam insert.

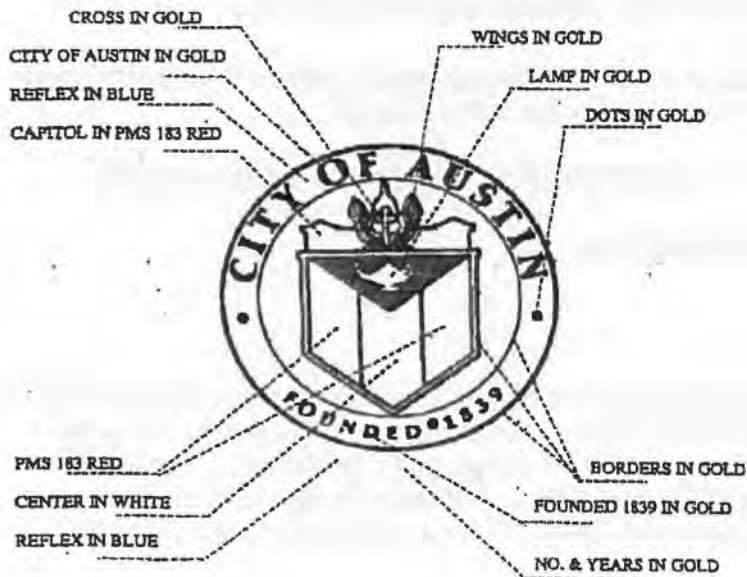
2.3 Service lapel pins—5/8 inch gold filled lapel pin for 15 through 35 years of service.
(15 - 35 YEAR GOLD FILLED LAPEL PIN)



10 Kt. Gold filled material, cloisonné color filling, a deluxe ball type tie tack with a nail and spur back, lettering and borders are dye struck, 5/8 inch in size. All pins are to be boxed in a 1 ¼ x 1 ¼ inch plastic.

2.4 Service lapel pins—3/4 inch gold filled for retirement.

(GOLD FILLED LAPEL PIN WITH TAB)



10 Kt. Gold filled material, cloisonné color filling, a deluxe ball type tie tack with nail and spur back, lettering and borders are dye struck, and lapel pins are 3/4 inch in size. All pins are to be boxed in a 1 1/4 x 1 1/4 inch display box with a see through top and foam insert.

2.5 Retired tab for 3/4 inch retired lapel pin.

RETIRE TAB FOR 3/4 INCH RETIRED LAPEL PIN
(GOLD FILLED TAB)



10 Kt. Gold filled material, attached to the back of the "Retired" lapel pin, affixed so when the clutch is removed, the tab will not fall off.

SECTION C: UNIFORM RENTAL AND LAUNDRY SERVICE SPECIFICATIONS (100 POINTS)

The City requires a Vendor to provide rental and launder services to various clothing items. The specifications for these items are outlined below.

AUSTIN WATER UTILITY - WORK UNIFORMS RENTAL AND LAUNDRY

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for rental and laundry of work shirts and pants for the City of Austin Water Utility (AWU). Included in these specifications are sections on Scope and Classification, Applicable Specifications, Material Requirements, Contractor Requirements, Additional Requirements, Locations and Contact Persons, Delivery, and Invoicing.

1.2 Classification

The Contractor shall work uniforms throughout 10 AWU locations in the Austin area.

2.0 CONTRACTOR REQUIREMENTS

- 2.1** The Contractor shall provide new industrial style uniforms, on a rental basis. Initial delivery of uniforms to designated AWU facilities is required within sixty (60) business days after measurements of employees at each location.
- 2.2** Each AWU employee shall be issued 11 uniforms. This shall continue throughout the contract term and shall apply to new employees.
- 2.3** The Contact Person will notify the Contractor of new employees and the Contractor shall schedule to take measurements within seven (7) business days after notification, identify the type of garments and deliver within fourteen (14) business days or the next delivery/pickup, whichever is longer.
- 2.4** Uniforms shall be available in sizes, colors, and styles as identified on the bid sheet.
- 2.5** The Contractor shall call the Contact Person at each location within 5 business days after notification of award of the contract to schedule for measurements of employees, preference of long or short sleeves, and type of pant.

- 2.6 The Contractor shall provide tailoring/alternations to ensure proper fit and make repairs to uniforms as needed at no additional cost to the City.
- 2.7 The Contractor shall be responsible for pickup and laundering of dirty uniforms and delivery of cleaned uniforms. The laundering process shall consist of a HASUP wash (one proven to kill all bacteria) and pressing.
- 2.8 In addition to the Contractor's uniforms, City-owned t-shirts will be picked up, laundered and delivered with the uniforms. The Contractor will not be responsible for lost or damaged t-shirts.
- 2.9 City employees will be responsible for writing their name on each t-shirt with a permanent black marker.
- 2.10 The Contract shall deliver the laundered t-shirts to each perspective location. The City understands that the t-shirts will not be sorted.
- 2.11 Twice per year, the Contractor shall pick up, launder and deliver coats and/or coveralls owned by the in approximate numbers. A tracking/scanning mechanism shall be applied to each garment.
- 2.12 The Contractor shall provide a minimum of 3 rolling Z-racks, or Buyer Approved Equal, to store the uniforms. The Contractor shall provide each location with sufficient Z-racks based on the number of uniforms.
- 2.13 The Contractor will provide each location sufficient hampers to contain employees' soiled uniforms for seven (7) days.
- 2.14 Uniforms shall be picked up from each location and delivered on hangers to each location.
- 2.15 The Contractor shall be responsible for correction of shortages within 24 hours of notification by the Contact Person.
- 2.16 The Contractor shall replace lost uniform(s) within 7 business days after notification by Contact Person, at no additional cost to the City.
- 2.17 In the event that alterations cannot accommodate size change, replacement of uniform shall be provided within 7 business days and at no additional cost to the City.
- 2.18 If an employee requires a size change, the Contractor will issue new uniforms within three (3) business days or at the next delivery/pickup, whichever is longer, at no additional cost provided that the old uniforms are returned to the Contractor at the next delivery/pickup.
- 2.19 Uniforms that cannot be repaired or are worn out shall be replaced. Any jagged tear in a shirt or pants shall render the garment as beyond repair and shall be replaced. The Contact Person will make the final

determination as to whether a uniform is worn to the degree it requires replacing.

- 2.20 If a damaged uniform is brought to the Contact Person and the Supervisor makes a determination that malicious or negligent action has caused the damage to the garment, the City will pay for replacement.
- 2.21 AWU will have a Contact Person and a designated place at each location to assist the Contractor with the pickup and delivery of uniforms.
- 2.22 The Contact Person will inform the Contractor, in writing/email, of employees who are no longer with the City. The AWU will return uniforms at the next pickup/delivery and invoicing for that former employee shall be removed. The Contractor will cease charging the AWU within 24 hours of notification.
- 2.23 The Contact Person will notify the Contractor of new employees. The Contractor shall schedule to take measurements within 7 business days, identify the type of garments and deliver within 14 business days.
- 2.24 The City reserves the right to add/delete location as it deems necessary.

3 MATERIAL REQUIREMENTS

- 3.13 Uniforms shall be made available in men's and women's styles and sizes. Uniforms shall be as identified or buyer approved equal.

The Contractor shall affix or print a permanent marking/code on each garment for tracking purposes.

Shirts shall be available and include, but are not limited, to the following construction:

- "Postman blue" color shirts: RED KAP, Style SC30PB
- Denim shirts
- White shirts: RED KAP, Style SP14WH
- 100% cotton fabric
- Permanent press
- Vat dyed fabric with soil release
- Colors and fabrics will be reviewed by the City for acceptability
- Button front closure
- Stitched-down front facings

Collar - Lined with permanent stays

Sleeves - Shirts shall be available in both long and short sleeve

Pockets - Two button-thru pockets with pencil slot in left pocket; with reinforcement.

Insignias – The Contractor shall sew on AWU logo. The patch shall be centered and sewn on 1" below the upper left sleeve seam. The Contact Person will provide the AWU patch.

Markings - Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but not limited to, the manufacturer's name, style, barcode, etc.

Trousers shall be minimum 8.5 oz 100% cotton twill of industrial type construction. Trousers shall be the same color as the "postman blue" shirts, navy and "postman blue" pants/slacks.

Jeans shall be minimum 100% 14.5 oz pre-shrunk cotton denim and shall be dark blue in color.

- 3.2 Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after washings and have safety stitching to increase comfort by eliminating rough edges and unraveling.
- 3.3 Pants shall have a heavy-duty brass ratcheting zipper.
- 3.4 Pants shall have 2 front side pockets and to backside pockets.

4 DELIVERY REQUIREMENTS

- 4.1 Pickup and delivery shall be on Tuesdays (or the next business day if an AWU holiday falls on Tuesday) according to the hours identified at each location. Delivery shall be made a minimum 2 hours *prior* to a location's closing time.
- 4.2 Pickup and delivery shall be included in the rental/laundry cost.
- 4.3 Each garment shall be "scanned", counted and documented. A copy of uniforms delivered and/or received by the Contractor shall be provided to the Contact Person prior to leaving the premises.
- 4.4 The City may have an emergency where employees might use 2 uniforms in one day based on the type of incident. The Contractor shall provide uniforms during an emergency incident where a shortage of uniforms for an employee(s) may occur, such that no employee is without uniforms for more than 24 hours. No extra charge will be incurred by the AWU for these "emergency" incidents.

5 SAMPLE AND INSPECTION

- 5.1 The Contractor shall submit descriptive literature of each uniform item offered in response to this solicitation: (i.e. the short and long sleeve shirts and pants) with their bid.

- 5.2 Samples – Contractor is hereby advised that the Utility may request one (1) sample of item(s) bid for evaluation. Contractor must provide the sample requested within ten (10) working days of request free of charge.
- 5.3 Failure to provide samples or descriptive literature within the deadline shall result in rejection of the bid. The samples submitted by the successful Contractor shall become the property of the AWU and will be retained as quality control samples throughout the life of the contract. Any sample(s) needing to be returned to the Contractor shall be done at the Contractor's expense.

5.4 Sample Certification

- 5.4.1 With each sample, bidder shall submit written certification regarding cloth type, manufacturer, and material weight.
- 5.4.2 The City reserves the right to visit the Contractor's facility at any time prior to award or during the contract term.

5.4.3 Samples shall be delivered to:

City of Austin
Austin Water Utility
ATTN: LYDIA TORRES (512) 972-0329
625 E. 10th Street
Austin, TX 78701

6.0 INVOICES

- 6.1 The Contractor shall submit invoices within five (5) calendar days **including corresponding copies of signed Monthly Uniform Record** for each pickup/delivery.
- 6.2 Invoices shall be sent to the corresponding location where each pickup/delivery has been made.
- Invoice shall include, but is not limited to, the following:
 - Contractor's name, on a professionally pre-printed form
 - Contractor's address and phone number
 - City's contract number/purchase order number
 - Date of delivery
 - Location of delivery
 - Itemized description and pricing for each delivery
 - Signed Monthly Uniform Record of pickup and delivery tickets

AUSTIN RESOURCE RECOVERY – WORK UNIFORMS RENTAL

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification sets forth the minimum requirements for rental and laundry of work shirts and pants for the Austin Resource Recovery (ARR) hereinafter referred to as the "City". The City invites bids from suppliers (individual and/or firms), hereinafter referred to as the "Contractor", desiring to provide uniforms. All bidders are required to meet all specifications listed herein as minimum requirements and are required to submit a firm, fixed, total cost for all the products and/or services deliverable under the terms of this solicitation. Any variance to this specification shall be detailed in the bid submittal. Failure to do so shall be adequate grounds for rejection of the bid. All deviations and alternatives shall be evaluated; however, failure to specifically comply with the specification shall be adequate grounds for bid rejection.

1.2 Classification

The contractor shall be responsible for the pickup, delivery, cleaning, steam tunnel finish, sizing, tailoring, replacement, and repair of work uniforms.

The following ARR facilities will be furnished pickup and delivery service under this contract:

LOCATION	PHONE/FAX	POINT OF CONTACT
ARR – Kenneth Garner Service Center 4108 Todd Lane Austin, Texas 78744	(512) 974-1935 (512) 974-4361 (512) 974-1903 (512) 974-1928	Victoria Sanchez Julia McCarthy Gretchen Kingham Angie Bryant
ARR – Household Hazardous Waste 2514 Business Center Drive Austin, Texas 78744	(512) 974-1938	Melisa Hatherly

2.0 PERFORMANCE REQUIREMENTS

2.1 Contractor Responsibilities

- 2.1.1 The Contractor shall furnish to the City new industrial style uniforms, on a rental basis, as appropriate to the work environment of the Austin Resource Recovery (ARR). Uniforms will be used by the following sections: Pay-As-You-Throw (Garbage Collection, Recycling Collection, Yard Trimmings Collection, Cart Maintenance); Litter Abatement (Brush &

Bulky Collection, Street Cleaning, Dead Animal Collection, Litter Control); Diversion Services (Material Recovery Facility), and ARR Facilities Maintenance.

- 2.1.2 Each ARR employee designated to wear a work uniform shall initially be issued eleven (11) new uniforms that meet or exceed the specifications. Uniforms issued after the initial startup of the contract will be new. Throughout the term of the contract, replacement uniforms (due to size change, extensive damage, etc.) and uniforms issued to new ARR employees shall be new and be of good quality that meet or exceed material requirements.
- 2.1.3 The uniforms shall be available in sizes to accommodate all ARR employees. Contractor shall offer various colors and styles for selection by each ARR division/section (see Section 3.0).
- 2.1.4 The Contractor shall be responsible for obtaining measurements of ARR employees, preference of long or short sleeves, and color of shirt required by each ARR division/section. The employee may choose a combination of long and short sleeve shirts. Schedule for taking measurements must be coordinated with a designated ARR representative and within a period of time to allow the uniforms to be delivered within thirty (30) calendar days after issuance of the contract number by the City's Purchasing Office.
- 2.1.5 The Contractor shall be responsible for pickup, laundering of all dirty uniforms and delivery of clean uniforms.
- 2.1.6 The Contractor shall be responsible for correction of all shortages in the quantity of uniforms delivered within twenty-four (24) hours of each notification by the ARR Representative (section 2.2.1).
- 2.1.7 Uniforms lost by the Contractor shall be replaced with a uniform of equal or better quality within seven (7) working days at no cost to the City and delivered.
- 2.1.8 The contractor shall perform uniform tailoring/alterations to ensure proper fit, and make repairs to uniforms as required at no extra cost to the City. Tailored uniforms must be presentable and comfortable for City employees. All alterations and repairs must be professionally done with thread and/or material of matching color. Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform repairs, additions and changes.

2.1.9 If an employee requires a size change, the Contractor shall issue uniforms of equal or better quality to the employee at no extra charge provided that the old uniforms are returned to the Contractor by the City. Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform repairs, additions and changes.

2.1.10 Uniforms that cannot be repaired or are worn out shall be replaced at no extra cost to the City. Any jagged tear in a shirt or pants shall render the garment as beyond economical repair and should be replaced. In the event that alterations cannot accommodate size changes, exchange of uniform will be available to employees at no extra cost to the City. Exception will be taken if damaged uniform is brought to the ARR representative and the City makes a determination that malicious action has caused the damage to the garment. The City will pay contractor for replacement.

It shall be the City's final determination as to whether a repair was professionally done and if a uniform is worn to the degree it requires replacement.

2.2 City Responsibilities

2.2.1 Each ARR division shall have a designated representative to assist the contractor with the pickup and delivery of uniforms.

2.2.2 Each ARR facility shall have a designated place for the pickup of soiled uniforms and the delivery of fresh uniforms.

2.2.3 Each ARR representative shall inform the Contractor of all terminated employees. The City shall return rental uniforms to the contractor within thirty (30) days after notifying Contractor of employee's termination. The Contractor shall discontinue charging the City for services on a terminated employee immediately after the City notifies the Contractor of employee's termination.

2.2.4 The designated ARR representative shall be responsible for informing the Contractor of new employees. Upon being notified of the hire of new employees and obtaining the shirt and pants sizes, the Contractor shall supply new uniforms to the new employees within seven (7) working days.

2.2.5 The designated ARR representative shall work with the Contractor on all other uniform issues as they arise.

3.0 MATERIAL REQUIREMENTS

3.1 Shirts and pants must meet or exceed the requirements of these specifications.

3.2 Shirts

Shirts shall maintain shape and crisp appearance and shall meet all following requirements. Shirts shall be available in the specified colors (see 3.2.2).

3.2.1 Colors

3.2.1.1 Shirts per ANSI standards (107-1999 Class III Garment Design Requirement):

***Lime** - (for ARR Operations Crews- Approx. 280)

Material: ANSI compliant shirts shall consist of 100% VISA System 3 Polyester (or buyer approved material if different), 4.25 oz. Poplin (+ - 0.5); permanent press finish with soil release. Fabric shall provide excellent color retention, even in heavy soil.

Reflective Material: Per ANSI standards (107-1999 Class III Garment Design Requirement), reflective material shall be sewn on all Lime shirts, female and male, for optimal employee safety. Shirts must have ≥ 2 " wide reflective silver trim applied at least across pockets, down sleeves from shoulder to cuff, and horizontal reflective stripes around the body of the shirt to include at least 310 in² of material.

Shirts per ANSI standards (107-1999 Class III Garment Design Requirement):

***Orange-** (for ARR Crew Leaders - Approx. 30)

Material: ANSI compliant shirts shall consist of 100% VISA System 3 Polyester (or buyer approved material if different), 4.25 oz. Poplin (+/- 0.5); permanent press finish with soil release. Fabric shall provide excellent color retention, even in heavy soil.

Reflective Material: Per ANSI standards (107-1999 Class III Garment Design Requirement), reflective material shall be sewn on all Orange shirts, male and female, for optimal employee safety. Shirts must have ≥ 2 " wide reflective silver trim applied at least across pockets, down sleeves from shoulder to

cuff, and horizontal reflective stripes around the body of the shirt to include at least 310 in² of material.

Shirts not required to be ANSI compliant

***Khaki-** (for ARR Supervisors- Approx. 35)

Material: Shirts not required to be ANSI compliant shall be made with a minimum of 35% combed cotton fabric with the remaining percentage polyester, 4.25 oz. Poplin (+/- 0.5); permanent press finish; vat dyed fabric with soil release. Fabric shall provide excellent color retention, even in heavy soil.

3.2.2 Collar

All shirts shall have a lined collar with permanent stays. Collar will lie properly on the neck enhancing the shirt's appearance.

3.2.3 Sleeves

Shirts shall be available in both long and short sleeve styles.

3.2.4 Front

All shirts shall have a button front closure and stitched-down front facings.

3.2.5 Pockets

All shirts shall have two button-thru pockets with pencil slot in left pocket and reinforcement tacks on all pockets.

3.2.6 Insignias

City of Austin, Austin Resource Recovery (ARR) Logo

The Contractor shall sew on City furnished logo. The logo shall be centered and sewn 1" above the front left breast pocket. The City will furnish the contractor with the patches, which shall be returned to the City at the conclusion of the contract, whatever their condition.

Name of the Employee

The Contractor may either embroider or sew on patch (supplied by vendor). The employee name shall be centered 1" above right pocket. Letters shall be in a script font,

approved by ARR, and shall be between 3/8" and 1/2" in height.

3.2.7 Markings

Sizes shall be marked on the inside of collar stand or on front shirttail. Manufacturer's name, fabric content and care instructions shall be affixed to the inside of the collar stand or to the front shirttail. Insignia and Markings apply to all shirts.

3.3 Pants

3.3.1 Pants shall be of industrial type construction, made in accordance with specification, and available in men's and women's cuts. The pants shall be available in **navy blue**.

3.3.2 Material

Pants shall be made with a minimum of 35% combed cotton fabric with the remaining percentage polyester and at a minimum be 7.5 oz. twill, permanent press finish, and vat dyed fabric with soil release. Fabric shall provide excellent color retention, even in heavy soil.

3.3.3 Construction

Pants shall be bartacked at all stress points with extra tacking at base of fly. Inseams and outseams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling.

3.3.4 Zipper

Pants shall have heavy duty brass ratcheting zipper.

3.3.5 Pockets

Pants shall have a minimum of four (4) pockets with the slack style front pockets being at least 8" deep, and darts over hip pockets for fit.

4.0 DELIVERY REQUIREMENT

4.1 Delivery of uniforms to all designated ARR facilities is required within sixty calendar (60) days of issuance of contract number.

- 4.2 Pickup and delivery shall be once a week, between Monday and Friday, between the hours of 8:00a.m. and 4:00p.m. Uniforms shall be picked up from each designated location, and delivered on hangers to each designated location. A list of the facilities and addresses are included in this specification. Pickup and delivery shall be included in the rental cost.
- 4.3 ARR employees hired after contract has been initiated shall be provided with new uniforms within seven (7) working days after the ARR representative has notified Contractor.

5.0 INVOICING AND DOCUMENTATION REQUIREMENTS

- 5.1 Contractor shall mail an invoice postmarked by the fifteenth (15th) day of each month for the prior month's service. Invoices shall be mailed to the ARR Purchasing Section, P.O. Box 1088, Austin, Texas 78767. The Contractor's invoice shall be prepared on preprinted forms or business stationery. The invoice must include the company name, business address, invoice date, invoice number, and City's contract number. Each invoice shall include:
 - a. Invoice cover page itemizing uniforms by work section at each ARR location.
 - b. Supporting documentation which includes the following:
 - 1) All signed delivery tickets
 - 2) Signed uniform inventory documents
 - 3) Any additional documentation and/or detail of documentation to be determined by Contractor and City as deemed necessary
- 5.2 The City shall process invoices for payment after all required documentation has been received.

6.0 SAMPLE AND INSPECTION

6.1 Submission of Samples

- 6.1.1 The Contractor shall submit descriptive literature of each uniform item offered in response to this solicitation with their bid (i.e. Class III shirts and other shirts being offered including short and long sleeves, and pants).
- 6.1.2 Samples - Contractor is hereby advised that the City may request one (1) sample of item(s) bid for evaluation. Contractor must provide the sample requested within ten (10) working days of request free of charge. Contractor shall prepay all shipping charges.

- 6.1.3 Failure to provide samples or descriptive literature at the time specified by the City may result in rejection of the bid. The samples submitted by the successful bidder will become the property of the City of Austin and will be retained as quality control samples throughout the life of the contract.

6.2 Sample Certification

- 6.2.1 With each sample, bidder shall submit written certification regarding cloth type, manufacturer, and material weight.
- 6.2.2 Representatives from the City reserve the right to visit the contractor's work facility prior to the award of contract.

- 6.3 Sample(s) shall be delivered to:
City of Austin-Austin Resource Recovery
4108 Todd lane
Austin, Texas 78744
Contact person for delivery: Cynthia Moreno Craft
Phone #: (512) 974-6308

**FLEET - RENTAL OF WORK UNIFORMS, SHOP TOWELS,
AND CLEANING SERVICES**

1.0 SCOPE AND PURPOSE

- 1.1 SCOPE – This specification is for the rental of work uniforms and cotton shop towels, with cleaning services, for the City of Austin Fleet Services Division ("Fleet") of the Financial and Administrative Services Department.
- 1.2 PURPOSE – This specification is for the rental of work uniforms and cotton shop towels, with cleaning services, which will be used primarily in a vehicle and mechanical equipment repair and service environment. The contractor shall furnish all labor, equipment, supplies and transportation, and shall provide all services necessary for furnishing clean, serviceable work clothing to Fleet. The City prefers a contractor with a sales representative and a business location within a thirty (30) mile radius of the State Capitol building in Austin.

2.0 CLASSIFICATION

The following Fleet Services facilities will be furnished pickup and delivery service under this contract. All phone and fax numbers are in the 512 area code.

<p>Service Center #1 Chuck Schoenfeld, Manager Amy Arredondo, Stores Coordinator / PH: (512) 974-3029 6301-A Harold Court Austin, Texas 78721 Servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233</p>	<p>Hornsby Bend Chuck Schoenfeld, TP Diesel Mech. Amy Arredondo, Stores Coordinator Phone: (512) 974-3029 2210 S. FM 973 Austin, TX 78725 Servicecenter1@austintexas.gov Main Tel. No.: (512) 974-2052 / FAX No.: (512) 974-2233</p>
<p>Service Center #5 Chuck Schoenfeld, Manager Gina Vasquez, Stores Coordinator / PH: (512) 974-1857 714 East 8th Street Austin, TX 78701 Servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903</p>	<p>Auction and Make Ready Eddie Goebel, Fleet Program Manager 6400 Bolm Road Austin, TX 78721 Auction.fleet@austintexas.gov fleetmakereadydepartment@austintexas.gov Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630</p>
<p>Service Center #6 Homer Bradshaw, Manager Lonnie Jones, Stores Coordinator / PH: (512) 974-1744 1182 Hargrave Austin, TX 78702 Servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156</p>	<p>Vehicle Support and Accidents Irvin Schmidt, Fleet Operations Manager 6400 Bolm Road Austin, TX 78721 fleetaccidentgroup@austintexas.gov Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630</p>
<p>Service Center #8 Julie Boring, Fleet Operation Manager Daniel Dominguez, Stores Coord. / PH: (512) 974-1759 4411-D Meinardus Austin, TX 78745 Servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524</p>	<p>Fuel Operations and Acquisitions Will O'Connor, Program Manager 6400 Bolm Road Austin, TX 78721 fleetfueloperations@austintexas.gov Main Tel. No.: (512) 978-2644 / Fax No.: (512) 978-2630</p>

<p>Service Center #11 Larry Simpson, Acting-Manager Glenn Iosbaker, Stores Coordinator / PH: (512) 974-9022 6301-J Harold Court Austin, TX 78721</p> <p>Servicecenter11@austintexas.gov Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055</p>	<p>Fleet Tire Shop John Christofferson, Materials Control Manager Ryan Braziel, Stores Coordinator / PH: (512) 974-1487 6301-K Harold Court Austin, TX 78721</p> <p>Fleet-tires@austintexas.gov Main Tel. No.: (512) 974-1789 / Fax No.: (512) 974-1790</p>
<p>Service Center #12 Larry Simpson, Acting-Manager Glenn Iosbaker, Stores Coordinator / PH: (512) 974-9022 4108 Todd Lane Austin, TX 78744</p> <p>Servicecenter12@austintexas.gov Main Tel. No.: (512) 974-4327 / Fax No.: (512) 974-4328</p>	<p>Fleet Administration - Contracts & Contract Compliance Hazel Black, Contract Compliance Specialist (Spec) Sr. 1190 Hargrave Street Austin, TX 78702</p> <p>fleetcompliance@austintexas.gov Main Tel. No.: (512) 974-1751 / Fax No.: (512) 974-9170</p>
<p>Service Center #13 William Lindbergh, Manager Le Long, Stores Coordinator / PH: (512) 491-3957 2412 Kramer Lane Austin, TX 78758</p> <p>Servicecenter13@austintexas.gov Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968</p>	<p>Fleet Administration – Safety Jo-Ann Cowan, Occupational Health and Safety Spec Sr. 1190 Hargrave Street Austin, TX 78702</p> <p>Jo-ann.cowan@austintexas.gov Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549</p>

Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

3.0 REQUIREMENTS FOR UNIFORM RENTAL AND CLEANING SERVICES

- 3.1 Contractor shall furnish Fleet with new industrial style, quality work uniforms including shoulder patches and employee name patches on a rental basis. Uniforms must be available in dark blue, light blue, or white, depending on the job assignment of the employee.

3.2 Each Fleet employee designated to wear a work uniform shall be issued eleven (11) new, good quality uniforms. Separate cut and sizing will be available for male and female employees. Fleet will not accept male cut clothing for female employees. Uniforms shall meet or exceed the following specifications:

3.2.1 Managerial: Approximately ten (10) employees.

3.2.1.1 Shirts. Executive Shirt. Either 100% Cotton or 60/40 Blend 4.25 ounce fabric. Available in both long sleeve and short sleeve, in male sizes ranging from 14 ½ to 19 ½ neck with proportional sleeve length; and in male and female sizes ranging from 6 to 24 with proportional sleeve length.

3.2.1.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.2 Supervisory: Approximately fifteen (20) employees.

3.2.2.1 Shirts. 100% Cotton, 6 ounce, durable press special twill fabric. Available in both long sleeve and short sleeve, in sizes ranging from Small to 3Xlarge.

3.2.2.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.3 Stores Specialists/Administrative Personnel: Approximately twenty (20) employees.

3.2.3.1 Shirts. 100% Cotton, 6 ounce, durable press special twill fabric in Light Blue color. Available in both long sleeve and short sleeve, in sizes ranging from Small to 3Xlarge.

3.2.3.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.4 Service Writers/Shuttle Drivers: Approximately five (5) employees.

3.2.4.1 Shirts. 100% Cotton, 6 ounce, durable press special twill fabric in Light Blue color. Available in both long sleeve and short sleeve, in sizes ranging from Small to 3Xlarge.

3.2.4.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.5 Mechanics: Approximately one hundred twenty (120) employees.

3.2.5.1 Shirts. 100% Cotton, 8 1/2 ounce fabric. Available in both long and short sleeve, in sizes ranging from Small to 3Xlarge. Shirts

shall have one or two front pockets, but all shirts provided shall be the same.

3.2.5.2 Trousers. 100% Cotton, 12 – 12 ½ ounce denim. Trouser waist sizes will range from size 28 to size 48. Trousers shall have a minimum of four (4) pockets.

3.2.6 Welders: Approximately two (2) employees.

3.2.6.1 Shirts. Fire Retardant. 100% Cotton, 7 ounce twill fabric in Navy color. Available in long sleeve only, with neck sizes ranging from Small to 3Xlarge. Shirts shall have two front pockets.

3.2.6.2 Trousers. Fire Retardant. 100% Cotton, 9 ounce twill fabric in Navy color. Trouser waist sizes from size 28 to size 46. Trousers will have a minimum of four pockets.

- 3.3 Contractor shall coordinate a mutually agreeable time with each Service Center point of contact (listed in 2 above) for the purpose of obtaining individual measurements from all employees who will be served under this contract. A written record of the individual's sizes is to be retained by the contractor for use when replacing worn or damaged uniforms at a later date. All employee measurements must be obtained so that services begin within thirty (30) calendar days after award of contract.
- 3.4 Contractor shall attach City of Austin, Fleet Services shoulder patches to uniform shirts at no extra cost to the City. The City will furnish the contractor with the patches, which shall be returned to the City at the conclusion of the contract, whatever their condition.
- 3.5 Contractor shall acquire and sew a name patch with the employee's first and last name over the right pocket on the shirts provided under this contract. Name patches will be provided and attached at no additional cost to the City. Any method of creating or printing the name is acceptable, provided that it will withstand numerous launderings without fading.
- 3.6 Mechanics and other individuals wearing rented uniforms may earn certifications that result in the ability to wear a distinctive marking, insignia or patch, for example the ASE certification patch. The contractor shall sew on up to one (1) additional patch per shirt, in addition to the City of Austin Fleet Services shoulder patch, at no extra cost to the City. Since these patches are controlled and sold only to individuals possessing the certification, these employees will be responsible for providing the vendor with the shoulder or shirt patches.
- 3.7 Contractor shall provide all uniform tailoring, alterations and make repairs to uniforms as required at no extra cost to the City. Tailoring uniforms shall ensure that uniforms are presentable and comfortable for City employees. Uniforms which cannot be repaired or which are worn out shall be replaced within 14 calendar days at no extra cost to the City. Contractor shall re-use City of Austin, Fleet Services

patches which are removed from shirts and other outside garments which are not repairable.

- 3.8 Upon notification by the City, Contractor will provide new City employees, who begin employment after award of this contract, a complete set of new uniforms within 14 calendar days. The Fleet facility manager shall be responsible for informing the Contractor of new employees requiring this service. The initial issue of uniforms to any Fleet employee, and any subsequent issues to those employees who have been re-measured as a result of a change in body configuration are to be new.
- 3.9 Some Fleet employees may substantially change body configuration during the performance period of this contract. Upon notification by the Facility manager, the Contractor will re-measure the individual, and for any size difference of two (2) or more inches, the Contractor will provide an issue of new clothing in the new size to the individual at no additional expense to the City within 14 calendar days.
- 3.10 The Contractor shall provide a receptacle for soiled uniforms and City/City employee-owned work clothing. This container shall be clearly marked with the Contractor's name and phone number.
- 3.11 The Contractor shall provide weekly pickup of soiled uniforms and delivery of cleaned, finished, and serviceable uniforms to the locations listed in Paragraph 2.0 of this Specification. Pickup and delivery will be made between the hours of 8:30 AM and 4:00 PM on City work days, unless an alternate and mutually agreeable time has been set. Deliveries that fall on a City holiday will be scheduled for the immediately preceding workday. A Saturday holiday is observed on the preceding Friday. A Sunday holiday is observed on the following Monday. Each year's holiday schedule is subject to change or cancellation.
- 3.12 Minimum serviceability standards are defined as:
 - 3.12.1 Managerial Shirts and Pants will be maintained in an as-issued condition. These clothing articles are not to be patched for any reason, and will be free of rips, tears, discolorations and stains. All buttons, zippers and other fasteners will be attached and whole (not broken).
 - 3.12.2 Mechanic, Supervisor, Stores Specialist and Welder's Shirts will have no rips, tears or acid burns longer than three (3) inches, including the patch. No holes to exceed 1 inch in diameter, including the patch. Rips, tears or holes of less than one inch in diameter shall be patched. Pockets attached. If pockets are flapped, both flap and button attached. City of Austin shoulder patch and employee name patch firmly attached and aligned properly. All shirt buttons intended for closure of the shirt attached and whole (not broken), including top collar button and buttons for collar on button-down style shirts.
 - 3.12.3 Mechanic, Supervisor, Stores Specialist and Welder Pants. No rips, tears or acid burns longer than three (3) inches, including the patch. No holes to exceed 1 inch in diameter, including the patch. Rips, tears or holes of less than 1 inch in diameter patched. If patch-type pockets are utilized,

pockets, flaps and buttons attached. All buttons intended for the closure of the pants attached and whole. Zipper functional and lubricated in a manner to ensure ease of operation.

- 3.13 Contractor shall be required to correct all shortages and mistakes in delivery within seven (7) calendar days of each occurrence. In no case will the correction period extend beyond the next scheduled delivery for that location without the prior written approval of the City's Point of Contact for that location.
- 3.14 Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform repairs, additions, and changes.
- 3.15 Contractor shall provide a garment identification and tracking system capable of recording and reporting garment pickup and delivery on the employee level, and capable of providing reports, whenever requested, on uniform usage by each employee or by each Fleet Service Center.
- 3.16 Contractor shall be responsible for inventory of all uniforms at the time of pickup and/or delivery. A Fleet representative will be available to assist with inventorying, and sign the inventory documents. A copy of the inventory ticket will be given to the Fleet representative at the time of pickup, and a second copy shall accompany the uniforms when they are delivered to the service facility.
- 3.17 Contractor shall submit descriptive product literature and a sample of each type of uniform, including male and female uniform items, to be provided under this contract **with bid submission**. These samples are to be provided at no cost to the City. Samples shall be used for demonstration and evaluation of essential conformity to workmanship, material, design and functional requirements. The samples provided by the successful bidder will become the property of the City of Austin Fleet Services Division and will be retained as quality control samples during the life of the contract. All samples provided by unsuccessful bidders will be returned with fourteen (14) days of award of a contract. Bids which are submitted without descriptive literature, product samples or both may be deemed unresponsive and may be rejected.
- 3.18 The Contractor for this service shall be held responsible for any actions or inactions of any subcontractors or other representatives of the Contractor hired to perform any work for the City of Austin under this contract.
- 3.19 The Contractor shall submit a complete accounting of missing uniforms every three (3) months to the Contract Manager. Fleet may either locate the missing uniforms and return them to the Contractor or reimburse the Contractor for the replacement of the missing items. Reimbursements shall be made if there is sufficient documentation to verify the shortages and a proper invoice is submitted. The City shall not be liable for payment for lost uniforms if the Contractor fails to provide the above notification. Uniforms lost by the Contractor shall be replaced at no cost to the City. Uniforms lost by the Contractor shall be replaced with a uniform of equal or better quality within ten (10) working days at no cost and delivered to the City.

- 3.20 The Contractor shall be advised within one (1) week when an employee using rented uniforms changes assigned work location. The City employee will be responsible for carrying rental uniforms to the new work location. Contractor will be responsible for changing internal delivery information to reflect the new work location for the employee.
- 3.21 The Contractor shall be advised within one (1) week when a City employee using rented uniforms terminates employment with Fleet. The City Point of Contact for subject location will be responsible for gathering any rented uniforms from the terminating City employee. The Contractor shall be prepared to pick up uniforms as part of the next regularly scheduled pickup/delivery for that location. Contractor shall not invoice Fleet for services beyond the date of notification of termination. As stated before, Contractor shall re-use City of Austin Fleet Services shoulder patches recovered in this manner.
- 3.22 Contractor shall establish separate account numbers for each Fleet location to which it provides uniforms under this contract. Each month, Contractor shall provide a summary invoice to the Point of Contact for each location, with copies of each separate pickup/delivery invoice attached. As a minimum, the summary invoice shall show delivery dates, descriptions, quantities, unit and extended prices, and the contract number.

4.0 REQUIREMENTS FOR SHOP TOWELS

- 4.1 The Contractor shall provide Cotton Shop Towels on a weekly basis.
- 4.2 The service provided shall be on a "no loss", or on a replacement basis. The City will choose the most cost-effective method prior to contract award.
- 4.3 The exact quantity of towels for each Fleet Service Center shall be determined by the Centers, and may be adjusted upward or downward over time depending on need. **The Contractor shall not deliver quantities of towels in excess of the quantities set by the Service Centers.**
- 4.4 The Contractor shall work with each Service Center to establish pickup and replacement procedures. A separate bin shall be provided at each using location for soiled towels.
- 4.5 Clean towels, whether new or previously laundered, shall be in new condition, free of grease, dirt, or chemicals.

5.0 CITY OBLIGATIONS

- 5.1 The City will provide the Contractor with a sample of the City of Austin Fleet Services shoulder patch to be used for shirts and other outside garments. The Contractor is to procure sufficient patches to provide for a shoulder patch on all rented shirts and outside garments.
- 5.2 The Fleet facility managers will identify a) new employees, and b) employees with

substantial changes in body configuration to the Contractor for the issuance of new uniforms.

- 5.3 The Fleet facility managers shall assign a representative to assist the Contractor in the pickup and delivery of uniforms.
- 5.4 The Fleet facility managers shall designate a location in each facility for the pickup and delivery of uniforms and shop towels.
- 5.5 The Fleet facility managers shall inform the Contractor within one (1) week when an employee using rented uniforms is terminated. Rental uniforms shall be returned to the Contractor at the next scheduled pickup/delivery time.
- 5.6 Fleet employees will exercise reasonable care and provide security for work uniforms and shop towels rented from the Contractor.

6.0 OTHER REQUIREMENTS

- 6.1 Bidders must be willing to accept bank credit cards (such as MasterCard or Visa) as a form of payment for all invoices, should Fleet Services elect to use that method of payment.
- 6.2 When preparing the bid submission documents, bidders should take into consideration all costs associated with accepting a bank credit card for payment, should the City select that payment method.

**City of Austin
Bid Sheet
Industrial Clothing, Supplies, and Service
IFB-BV**

DATE OF ISSUE:

BUYER:

COPIES OF BID: Vendor must submit one (1) original and nine (9) copies of its signed bid. **Vendor shall also include one electronic copy of their bid submittal in the form of a flash drive or cd.**

NOTE: Be advised that any exceptions taken to any portion of the solicitation may result in disqualification of the bid.

SECTION C UNIFORM RENTAL AND LAUNDRY SERVICE (100 POINTS) Vendor must be able to provide pricing for all line items included in the uniform rental and laundry service section.					
AUSTIN RESOURCE RECOVERY - WORK UNIFORMS RENTAL					
LINE #	ITEM DESCRIPTION	ESTIMATED NO. OF EMPLOYEES	NO. OF WEEKS	WEEKLY PRICE	EXTENDED PRICE (WEEKLY PRICE X NO. OF EMPLOYEES X NO. OF WEEKS)
1	Lime Shirts (ANSI Class III Compliant) Set of 11	280	52	\$ 2,156.00	\$ 112,112.00
2	Orange Shirts (ANSI Class III Compliant) Set of 12	30	52	\$ 252.00	\$ 13,104.00
3	Khaki Shirts Set of 11	35	52	\$ 65.48	\$ 3,403.40
4	Navy Blue Pants Set of 11	328	52	\$ 757.68	\$ 39,399.36
TOTAL					\$ 168,018.76
UniFirst will have separate line items on the invoice for DEFE Fees and Emblem and Code Tape Identification. These fees are already in the total quoted.					

15	Any/All-Replace Pair Slacks	20	52	\$ 380.00	\$ 19,760.00
16	Any/All-Replace Pair Denim Slacks	10	52	\$ 220.00	\$ 11,440.00
17	Rolling Z-racks (min. 3 at each location) or buyer approve equal Type of Rack: <u>Z Rail</u> Manufacturer: <u>Story Industry</u> P/N: <u>ZR-255</u>	33	ea	\$ 33.00	\$ 1,716.00
18	Hampers (min. 3 at each location)	33	ea	\$ 33.00	\$ 1,716.00
19	Cost for initial measurements	1	lt	NA	NA
<div>UniFirst will have separate line items on the invoice for DEFE Fees and Emblem and Code Tape Identification. These fees are already in the total.</div> <div>TOTAL</div>					\$ 331,676.80

FLEET - RENTAL OF WORK UNIFORMS, SHOP TOWELS, AND CLEANING SERVICES

Prices shall include delivery to each City of Austin Fleet Service Center, and shall include all labor, equipment, supplies, and transportation costs to perform the services as specified in the specification associated with this bid sheet.

LINE #	ITEM DESCRIPTION	ESTIMATED NO. OF EMPLOYEES	NO. OF WEEKS	WEEKLY PRICE	EXTENDED PRICE (WEEKLY PRICE X NO. OF EMPLOYEES X NO. OF WEEKS)
20	Weekly rental and cleaning of one (1) Managerial uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	11	52	\$ 58.08	\$ 3,020.16
21	Weekly rental and cleaning of one (1) Supervisory uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	20	52	\$ 112.20	\$ 5,834.40
22	Weekly rental and cleaning of one (1) Stores Specialist/Administrative Personnel uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	26	52	\$ 145.86	\$ 7,584.72

AUSTIN WATER UTILITY - WORK UNIFORMS RENTAL AND LAUNDRY

LINE #	ITEM DESCRIPTION	ESTIMATED NO. OF EMPLOYEES	NO. OF WEEKS	WEEKLY PRICE	EXTENDED PRICE (WEEKLY PRICE X NO. OF EMPLOYEES X NO. OF WEEKS)
5	Rental/Laundry service for Postman Blue Uniform Shirts	390	52	\$ 1,287.00	\$ 66,924.00
6	Rental/Laundry service for White Supervisor Uniform Shirts	40	52	\$ 74.80	\$ 3,889.60
7	Rental/Laundry service for Denim Shirts	180	52	\$ 673.20	\$ 35,006.40
8	Rental/Laundry service for Postman Blue Uniform Slacks	200	52	\$ 726.00	\$ 37,752.00
9	Rental/Laundry service for Navy Blue Uniform Slacks	140	52	\$ 508.20	\$ 26,426.40
10	Rental/Laundry service for Denim Jeans	440	52	\$ 1,597.20	\$ 83,054.40
11	Laundry service for T-Shirts laundered	400	52	\$ 100.00	\$ 5,200.00
12	Laundry service for Coat and/ or Coverall	400	52	\$ 176.00	\$ 9,152.00
13	Any/All-Replace Uniform Shirt	20	52	\$ 360.00	\$ 18,720.00
14	Any/All-Replace Denim Shirt	10	52	\$ 210.00	\$ 10,920.00

23	Weekly rental and cleaning of one (1) Service Writer/Shuttle Driver uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	11	52	\$ 61.71	\$ 3,208.92
24	Weekly rental and cleaning of one (1) Mechanic's uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	120	52	\$ 831.60	\$ 43,243.20
25	Weekly rental and cleaning of one (1) Welder's uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	4	52	\$ 44.00	\$ 2,288.00
UniFirst will have separate line items on the invoice for DEFE Fees and Emblem and Code Tape Identification. These fees are already in the total TOTAL					\$ 65,179.40

The City intends to rent cotton shop towels, but reserves the right to decide the most advantageous method prior to contract award. Please provide pricing below for Option #1 and Option #2. The City will award only one option, not both.

The City estimates that it will use approximately 8,000 towels per month. However, the fixed monthly price below shall be based on a range of 7,000 - 9,000 towels.

LINE #	RENTAL SERVICES FOR COTTOM SHOP TOWELS	Monthly Price	Annual Price (Monthly Price X 12)	NOTE: For both Option #1 & #2, the unit price per towel will not be evaluated in the recommendation for award. Pricing is required in the case that the City would need to rent additional towels.	Unit Price for Towel Rental Service for Each Option
26	OPTION #1 - Rental Services for Cotton Shop Towels on a No-Loss Basis: (The Contractor replaces lost or missing towels at its own expense)	\$ 960.00	\$ 11,520.00		\$.12
27	OPTION #2 - Rental Services for Cotton Shop Towels on a Replacement Basis: (The City pays for any lost or misplaced towels) <small>3% Automatic Replacement On Inventory Issued at \$.35 per Towel.</small>	\$ 724.00	\$ 8,688.00		\$.08

COMPANY NAME: UniFirst Corporation

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: Mark McGraw

EMAIL ADDRESS: mark_mcgraw@unifirst.com

PHONE NUMBER: (512) - 385-3320

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	UniFirst Corporation					
Physical Address	6000 Bolm Road Austin, TX 78721					
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NA					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NA					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin
Purchasing Office
Local Business Presence Identification Form**

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Unit First Corporation

[Signature]

Signature, Authorized Representative of Offeror

Senior Sales representative

Title

7/27/12

Date

END

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name	City of Austin Fleet Maintenance #11		
Name of Contact	Larry Simpson	Contact Title	Facility Manager
Present Address	6301 Harold Court		
City	Austin	State	Texas Zip Code 78721
Telephone Number	(512) 974-1789	FAX Number	
Email Address	larry.simpson@austintexas.gov		

Company's Name	City of Austin Fleet Maintenance # 12		
Name of Contact	Larry Simpson	Contact Title	Facility Manager
Present Address	4108 Todd Lane		
City	Austin	State	Texas Zip Code 78744
Telephone Number	(512) 974-1789	FAX Number	
Email Address	larry.simpson@austin.texas.gov		

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

SOLICITATION NO **SSC0089**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

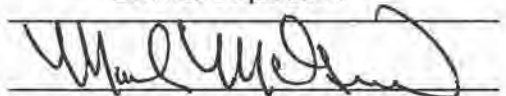
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 29 day of July, 2012

CONTRACTOR

UniFirst Corporation

Authorized Signature



Title

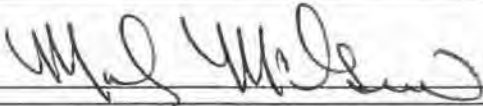
Senior Sales Representative

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SSC0089

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; padding: 2px; text-align: center;">UniFirst Corporation</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; padding: 2px; text-align: center;">Jul 27, 2012</div>
Printed Name:	<div style="border: 1px solid black; padding: 2px;">Mark McGraw</div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Senior Sales Representative</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SSC0089
FOR

City-Wide Uniforms for Non-Safety Departments

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

NA

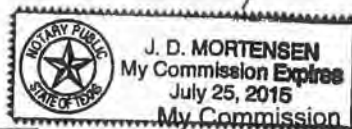
7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	UniFirst Corporation
Printed Name:	Mark McGraw
Title:	Senior Sales Representative


Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 27 day of JULY, 2012.


Notary Public



My Commission Expires 7/25/2015

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO.

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

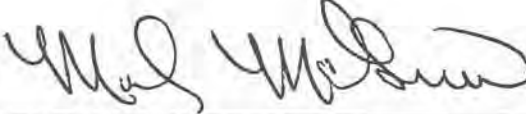
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	Mike Ferguson	General Manager
Add Delete	Mark McGraw	Senior Sales Representative
Add Delete	Greg Pou	District Service Manager
Add Delete	Jason Laudenslager	District Service Manager
Add Delete	Evan Westphal	District Service Manager
Add Delete	Chris Ramon	Accounts Receivable

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	UniFirst Corporation		
Signature of Officer or Authorized Representative:		Date:	Jul 27, 2012
Printed Name:	Mark McGraw		
Title:	Senior Sales Representative		


**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

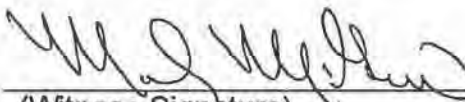
Contract Number:	
Description of Services:	City-Wide Uniforms for Non-Safety Departments
Contractor Name:	UniFirst Corporation


Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	General Manager		
Signature of Employee:		Date:	Jul 27, 2012
Employee's Printed Name:	Mike Ferguson		


(Witness Signature)


(Printed Name)

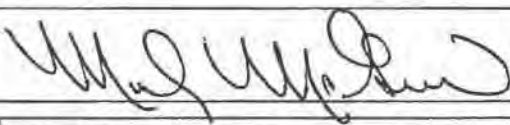
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	
Description of Services:	City-Wide Uniforms for Non-Safety Departments
Contractor Name:	UniFirst Corporation

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Senior Sales Representative		
Signature of Employee:		Date:	Jul 27, 2012
Employee's Printed Name:	Mark McGraw		


(Witness Signature)

JANE MORTENSEN
(Printed Name)


**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

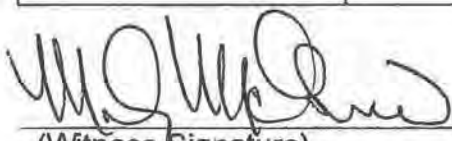
Contract Number:	
Description of Services:	City-Wide Uniforms for Non-Safety Departments
Contractor Name:	UniFirst Corporation

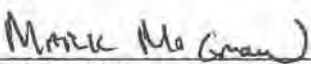
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	Accounts Receivables		
Signature of Employee:		Date:	Jul 27, 2012
Employee's Printed Name:	Chris Ramon		


(Witness Signature)


(Printed Name)

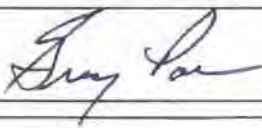
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	
Description of Services:	City-Wide Uniforms for Non-Safety Departments
Contractor Name:	UniFirst Corporation

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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	District Service Manager		
Signature of Employee:		Date:	Jul 27, 2012
Employee's Printed Name:	Greg Pou		


(Witness Signature)

Mark McGraw
(Printed Name)

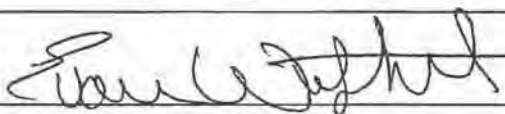
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	
Description of Services:	City-Wide Uniforms for Non-Safety Departments
Contractor Name:	UniFirst Corporation

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	District Service Manager		
Signature of Employee:		Date:	Jul 27, 2012
Employee's Printed Name:	Evan Westphal		


(Witness Signature)

Mark McGraw
(Printed Name)

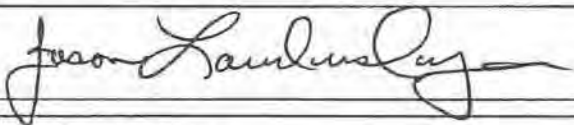
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

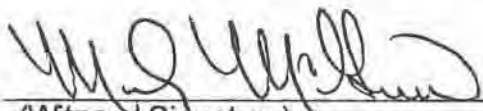
Contract Number:	
Description of Services:	City-Wide Uniforms for Non-Safety Departments
Contractor Name:	UniFirst Corporation

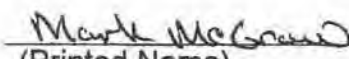
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I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	District Service Manager		
Signature of Employee:		Date:	Jul 27, 2012
Employee's Printed Name:	Jason Laudenslager		


(Witness Signature)


(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SSC0089

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☒ Non-resident Bidder

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ☐ Yes ☒ No

Bidder's Name:	UniFirst Corporation		
Signature of Officer or Authorized Representative:		Date:	Jul 27, 2012
Printed Name:	Mark McGraw		
Title:	Senior Sales Representative		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SSC0089

PROJECT NAME: City-Wide Uniforms for Non-Safety Departments

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

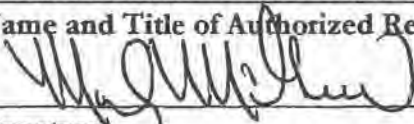
Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

UniFirst Corporation
Company Name

Mark McGraw Senior Sales Representative
Name and Title of Authorized Representative (Print or Type)


Signature

7/27/12
Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: SSC0089

PROJECT NAME: City-Wide Uniforms for Non-Safety Department

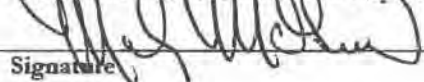
PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	UniFirst Corporation		
Address	6000 Bolm Road		
City, State Zip	Austin, TX 78721		
Phone	(512)-385-3320	Fax Number	(512)-385-3336
Name of Contact Person	Mark McGraw		
Is company City certified?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Mark McGraw

Name and Title of Authorized Representative (Print or Type)



Signature

7/27/12

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	NA		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant	NA		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

I having reviewed this plan, I acknowledge that the proposer (I IAS) or (I IAS NO'I) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

SSC00890900

Uniforms that fit the way

Uniform Shirt
0202

Flat Front
Uniform Pants
1002

UniWeave® Soft Comfort Uniform Shirts
UniWeave® Soft Comfort poly-cotton blends offer warmth when you need it and cool air flow when you heat up. Resistant to moisture, stains, wrinkles and fading. Melamine "no break" buttons on front and cuffs. Premium lined banded collar with hidden mylar stays for a crisper dress look. 2 button-through chest pockets reinforced at stress points (left has pencil stall). 4.25 oz. 65/35 poly/cotton poplin blend. *Made by UniFirst.*

Colors: Spruce Green (02), Grey (03), Postman Blue (04), Navy (05), Tan (06), White (07), Lt. Green (08), Lt. Blue (09), Red (10), Black (12), Brown (13), Yellow (17), Orange (27), Charcoal (31), Burgundy (90)

LONG SLEEVE
0102 S-4XL Reg; M-4XL Tall

SHORT SLEEVE
0202 S-4XL Reg; L-4XL Tall

you work

UniWeave® Soft Comfort shirts and SofTwill® pants provide a sharp, professional image, with a maximum range of motion.

TRADITIONAL UNIFORMS



Want more pant options? See pg. 4.

SofTwill® Flat Front Uniform Pants

SofTwill® comfort twills combine the styling of flat front work pants with roomier seat, waist, and thigh mobility. Non-roll, dress style waistband is lined and has 7 belt loops. Heavy-duty brass zipper and button closure. Quarter-top front pockets and 2 set-in back pockets (left with button closure). Reinforced at stress points. 7.75 oz. 65/35 poly/cotton twill. *Made by UniFirst.*

Colors: Spruce Green (02), Grey (03), Navy (05), Tan (06), White (07), Black (12), Brown (13), Charcoal (31), Khaki (87)

1002 Waist 26-35; 36-56 even sizes only; custom hemmed up to 35"



JOB-FITTED WORK CLOTHES™

Look for these labels when you need work shirts and pants made to fit the way you work. **UniWeave® Soft Comfort Shirts** feature roomier cuts, premium lined collars, and moisture-wicking fabrics. **SofTwill® Uniform Pants** have lined, non-roll, comfortable waistbands and easy-fit styling.

800.225.3364

3

Navy
05

White
07

Lt. Blue
09

Comfortable choices

Women's Uniform Shirts

Sewn placket with five buttons and one gripper at collar. Two button-through hex style pockets with angled bartacks (left has pencil stall). Straight bottom hem. 4.25 oz. 65/35 poly/cotton poplin.

Colors: Navy (05), White (07), Lt. Blue (09)

LONG SLEEVE

0335 S-4XL

SHORT SLEEVE

0436 S-4XL

Uniform Shirt
0335

Work NMotion™
Short Sleeve Shirt
05AY

Navy
06

Short Sleeve
Lightweight Blouse
0521

Fitted for a more
feminine look.

Lt. Blue
09 White
07

Short Sleeve Lightweight Blouse

Five-button placket with notched lapel. Left chest pocket and hemmed sleeves. Straight bottom hem. 4.25 oz. 65/35 poly/cotton poplin.

Colors: White (07), Lt. Blue (09)

0521 S-4XL

Work NMotion™ Women's Pants

Wrinkle and stain resistant. Self-fabric waistband with button closure. Memory stretch yarn for flexibility and comfort. Two front quarter-top pockets and one right hip pocket. Back darts for better fit. 7.75 oz. 75/25 poly/cotton twill.

Colors: Navy (05), Black (12), Charcoal (31), Khaki (87)

12AG 2-28 even sizes only; custom hemmed up to 32"

Work NMotion™
Women's Pants
12AG

Flexwaist
Pants
1167

DETAIL

Side elastic
waist insert

Navy
05

Black
12

Charcoal
31

Khaki
87

for the working woman

Work NMotion™
Long Sleeve Shirt
05AX



Work NMotion™ Uniform Shirts

Tailored just for women with front and back princess seams, sewn placket, and five button closure. Two-piece banded collar with lining and stays. 4.5 oz. 75/25 poly/cotton with stretch yarns.

Colors: Navy (05), White (07), Lt. Blue (09), Khaki (87)

LONG SLEEVE
05AX S-3XL

SHORT SLEEVE
05AY S-3XL



Need women's jeans?
See pgs. 30, 32 and 47.

3/4 Sleeve
Blouse
05AH



3/4 Sleeve Blouse

Soil and moisture resistant. Color matched buttons. Notched cuffs. 4.25 oz. 65/35 poly/cotton.

Colors: Tan (06), White (07), Lt. Blue (09), Black (12), Brown (13), Royal Blue (25), Wine (EQ), French Blue (HL), Butter (KY)

05AH S-3XL



Women's Flexwaist Pants

Comfortable side elastic waistband inserts give these pants an extended range of motion. Brass zipper and button closure (white has hook-and-eye). Two quarter-top front pockets. Two set-in back pockets (left has button closure). Durable press 7.75 oz. 65/35 poly/cotton twill.

Colors: Spruce Green (02), Navy (05), White (07), Black (12), Charcoal (31), Khaki (87)

1167 4-28 even sizes only;
custom hemmed up to 32"

Women's Easywaist Pants

Back elastic waistband insert. Brass zipper and hook-and-eye closure. Quarter-top front pockets. Durable press 8 oz. 65/35 poly/cotton twill.

Colors: Spruce Green (02), Navy (05), Tan (06), White (07), Brown (13), Charcoal (31)

1043 6-26 even sizes only;
custom hemmed up to 32"



Easywaist
Pants
1043



Our premium cotton uniform

Cotton Shirt
0201



Flat Front
Cotton
Pants
1001

100% Cotton Shirts

Our cotton shirts are preshrunk with a full cut for comfort and a generous back yoke for ease of movement. Premium banded collars and a 7-button "no gap" front. Button-through chest pockets (left has pencil stall). Reinforced at stress points. 6 oz. 100% cotton twill. *Made by UniFirst.*

Colors: Spruce Green (02), Grey (03), Postman Blue (04), Navy (05), Tan (06), White (07), Lt. Blue (09)

SHORT SLEEVE

0201 S-4XL Reg; L-4XL Tall



Spruce Green
02

LONG SLEEVE

0101 S-4XL Reg; M-4XL Tall

Flat Front 100% Cotton Pants

Flat front for a professional appearance. Non-roll, dress style waistband is lined and has 7 belt loops. Heavy-duty brass zipper and button closure. Reinforced bartacks at stress points. 12" deep quartertop front pockets. Darts over set-in back pockets (left has button closure). Heavy-duty 8.5 oz. preshrunk cotton twill. *Made by UniFirst.*

Colors: Spruce Green (02), Navy (05), Tan (06), White (07), Charcoal (31)
1001 Waist 28-35; 36-56 even sizes only; custom hemmed up to 35"



Flat Front
Cotton Pants
1001



Spruce Green
02



Need
Microfiber mops
and wipers?
Ask your
UniFirst rep.

Western work shirts with rugged good

Button-Down
Collar
05AW

Dark Blue
50

Snap Front
Denim
0178

Lt. Blue
09

Navy
05

Lt. Blue
09

Dark Blue
50

UniFirst jeans rugged, and

UniFirst Classic Fit Jeans

Classic fit with 5-pocket styling. Heavy-duty brass zipper and riveted button closure. Reinforced seams at stress points for reliable strength. 13.75 oz. pre-washed cotton denim. Made by UniFirst.

Color: Navy (05)

1091 See chart below for sizes.

Waist	Lengths available
28	30, 32, 34, 36
29	28, 30, 32, 34, 36
30-34, 36, 38, 40	28, 29, 30, 31, 32, 33, 34, 36
42	28, 29, 30, 32, 34
44, 46	28, 30, 32, 34, 36
48	28, 30, 32, 34
50, 52, 54, 56	30, 32

Classic
Fit Jeans
1091

Shown wearing Denim Button-Down Shirt
0850 in Lt. Blue. See pg. 23.



Need Flame
Resistant jeans?
See pg. 47.

... reliable, built for work



UniFirst HD Denim Relaxed Fit Jeans

Relaxed fit with 5-pocket styling. Riveted stress points and bartacked at seams. Large leg openings for boots. Heavy-duty brass zipper and riveted button closure. Natural rise for comfortable fit in seat and thighs. 14.5 oz. heavy-duty, pre-washed cotton denim. Made by UniFirst.

Color: Med. Blue (69)

10HD See chart below for sizes.

Waist	Lengths available
28-31	30, 32, 34
32	30, 32, 34, 36
33	30, 32, 34
34, 36, 38	30, 32, 34, 36
40, 42, 44, 46, 48	30, 32, 34
50, 52, 54, 56	30, 32

Compare our 5-pocket UniFirst Classic Fit and HD Denims to other popular brands and you'll find impeccable styling and performance at a great value. With their natural rise for a better fit in the seat and thighs, you'll be comfortable in these pre-washed jeans long after the work day has ended.

Relaxed
Fit Jeans
10HD

Shown wearing Team Polo
077A in Lt. Grey featured
on pg. 18.

"Button-down" essentials for the whole team

ParkStreet
by UniFirst

ParkStreet®
Oxford
0211

ParkStreet® Men's Oxfords

These ParkStreet® oxfords are dressy and comfortable, with full cut styling and a back pleat for extra roominess. Topstitched button-down banded collar. Long sleeves have 2-button adjustable cuffs. Short sleeves are hemmed. Durable 60/40 cotton/poly oxford cloth.

Made by UniFirst.

Colors: Grey (03), White (07), Lt. Blue (09), Blue/White (19), White/Grey (30), Burgundy/White (63)

MEN'S LONG SLEEVE

0111 Neck 14½–20½, sleeve lengths 32–37

MEN'S SHORT SLEEVE

0211 Neck 14½–20½

Women's Oxfords

Features same as Men's Oxford, plus additional colors.

Colors: Grey (03), Tan (06), White (07), Lt. Blue (09), Yellow (17), Blue/White (19), White/Grey (30), Burgundy/White (63), French Blue (HL)

WOMEN'S LONG SLEEVE

0112 XS–3XL

WOMEN'S SHORT SLEEVE

0422 XS–3XL

Women's
Oxford
0112

Grey 03	Tan 06 (women's only)	White 07	Lt. Blue 09	Yellow 17 (women's only)	Blue/ White 19	White/ Grey 30	Burgundy/ White 63	French Blue HL (women's only)
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Mandarin
Collar
05BO

Mandarin Collar Broadcloths

Easy-care and wrinkle resistant. Covered placket with matching pearlized buttons. Straight back yoke seam. Adjustable 2-button cuffs. 65/35 poly/cotton broadcloth.

Forest Green
01

White
07

Black
12

Royal Blue
25

Burgundy
90

Sand
CO

Colors: Forest Green (01),
White (07), Black (12),
Royal Blue (25),
Burgundy (90), Sand (CO)

WOMEN'S LONG SLEEVE
05BO S-3XL

MEN'S LONG SLEEVE
03BO S-3XL



Button-Down
Collar
0820

Navy
05

Tan
06

White
07

Lt. Blue
09

Red
10

Black
12

Brown
13

Yellow
17

Purple
24

Royal Blue
25

Wine
EQ

French Blue
HL

Dark Teal
HU

Button-Down Collar Poplins

Stain, moisture and wrinkle resistant. Woodtone buttons, left chest pocket and adjustable 2-button cuffs. 65/35 poly/cotton poplin.

Colors: Navy (05), Tan (06), White (07),
Lt. Blue (09), Red (10), Black (12),
Brown (13), Yellow (17), Purple (24),
Royal Blue (25), Wine (EQ),
French Blue (HL), Dark Teal (HU)

MEN'S LONG SLEEVE
0820 S-4XL; sleeve lengths
32/33, 34/35, 36/37

MEN'S SHORT SLEEVE
0636 S-4XL

WOMEN'S LONG SLEEVE
0960 XS-2XL

WOMEN'S SHORT SLEEVE
4248 XS-2XL



Mandarin
Collar
03BO



Button-Down
Collar
0960

Flame Resistant workwear that feels like everyday work clothing



PROTECT WORKERS, COMPLY WITH SAFETY REGULATIONS, AND LIMIT LEGAL LIABILITIES.

Your number one priority is worker safety. And in environments where flammability risk exists, proper protective clothing is essential for all employees. Armorex FR Flame Resistant (FR) work garments are made by UniFirst in ISO 9001:2008 certified facilities and meet international ASTM protective standards. They have all the durability and comfort of "traditional" work apparel, and can help you comply with the personal protective equipment (PPE) standards of NFPA 70E, NFPA 2112, CSA Z462, and OSHA. That makes Armorex FR the smart choice for any business implementing a new Flame Resistant Clothing (FRC) program or looking to expand an existing one.

Armorex FR
Work Shirt

Navy
05

Lt. Blue
09

Royal Blue
25

Khaki
87

Armorex FR
Work Pants

Navy
05

Royal Blue
25

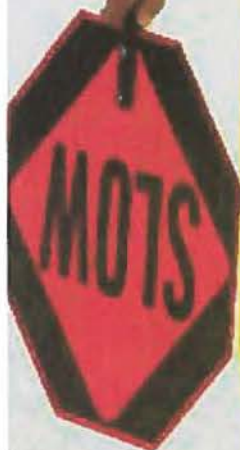
Khaki
87

Coveralls
30AX

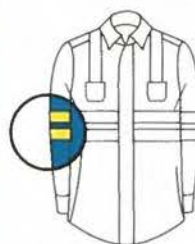


Work Shirt
09DH

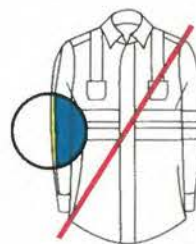
3M Scotchlite
Reflective Material



360° VISIBILITY PROTECTION



Horizontal striping



Vertical striping

UniFirst-manufactured visibility garments feature reflective striping wrapped around sleeves to provide uninterrupted reflectivity—no matter what the arm and body position—resulting in less “blind spots” and providing 360° protection for maximum safety.

Shown wearing SoftTwill® Jean Style Pants 1060 on pg. 5.

ANSI-rated high visibility garments

ANSI Class 3 High Visibility Coveralls

100% fluorescent, moisture management polyester with 360° Visibility Protection featuring 3M Scotchlite™ reflective striping on front, back, and sleeves. Stain release finish.

Colors: Fluorescent Lime Yellow (HT), Orange (27)

30AX S-4XL; M-4XL Tall

ANSI Class 3 High Visibility Work Shirts

Popular UniWeave® styling in 100% fluorescent, moisture management polyester. 360° Visibility Protection featuring 3M Scotchlite™ reflective striping on front, back, and sleeves. Stain release finish.
Made by UniFirst.

Colors: Fluorescent Lime Yellow (HT)

LONG SLEEVE

09DH S-4XL Reg; M-4XL Tall

SHORT SLEEVE

06DH S-5XL Reg; L-4XL Tall

ANSI Class 2 High Visibility Work Shirts

Popular UniWeave® styling in 100% fluorescent lime yellow polyester with moisture transport system for maximum comfort. 360° Visibility Protection featuring 3M Scotchlite™ reflective striping on front, back, and sleeves. Tough-weave construction. Daytime and nighttime visibility.
Made by UniFirst.

Color: Fluorescent Lime Yellow (HT)

LONG SLEEVE

09AH S-4XL Reg;
M-4XL
Tall

SHORT SLEEVE

06AH S-5XL Reg;
L-4XL Tall



Work Shirt
09AH



Work Shirt
06DH

Work Shirt
06AH

CHOOSE YOUR LEVEL OF PROTECTION

Visibility garment selection should be based on the color and complexity of the work environment, the work task being done, and the separation of the worker from moving equipment and vehicles.

ANSI CLASS 1

For use by workers who are well separated from traffic and working in areas where vehicle and/or equipment speeds do not exceed 25 mph.

ANSI CLASS 2

For workers in situations where complex visual backgrounds may be present.

ANSI CLASS 3

These are high visibility garments for workers in the highest-risk situations, who need to be visible through a full range of body motions from a minimum distance of 1280 feet.

ANSI CLASS E

Applies to reflective equipped pants or shorts, designed to be worn in combination with either Class 2 or Class 3 tops. When worn in this manner, the ensemble is rated as Performance Class 3.

ENHANCED VISIBILITY

For workers who are working in lower risk environments, but who can still benefit from the extra security of heightened visibility, particularly in low light conditions.

**Enhanced visibility garments are not ANSI rated.*



100% Uniform Tracking with UniTrack™

UniFirst's UniTrack™ System provides the ultimate information and control for the uniforms you use. Unlike most competitors, our Route Representative accurately hand-scans each and every garment—both *in* and *out* of your workplace—to ensure tracking accuracy and to provide you with immediate documentation.



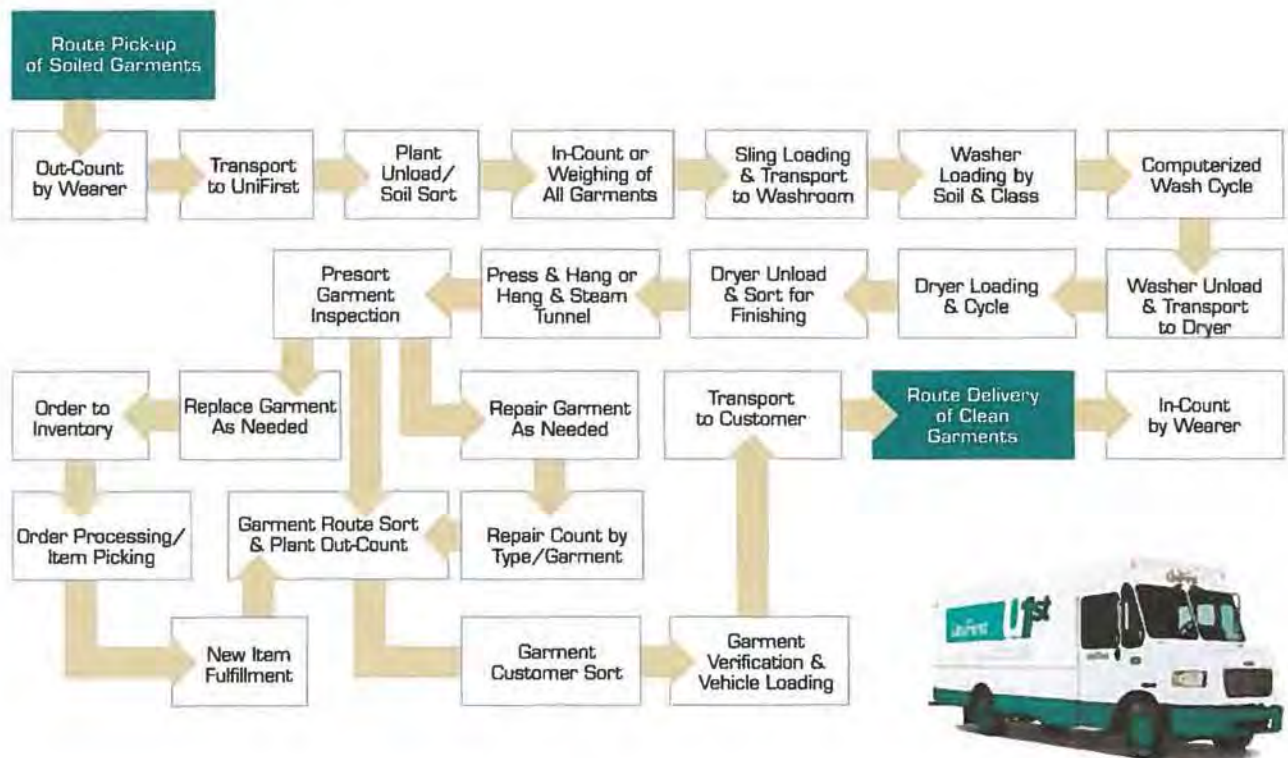
UniTrack™ ensures total control.

- You get on-the-spot reports of individual wearer usage...something suppliers with less sophisticated scanning or chip reading systems don't deliver.
- You see each wearer's clothing "turn-in" practice and know immediately who is or is not taking full advantage of the program.
- You can quickly verify whether or not garment quantities picked up last week match quantities delivered this week.
- You have detailed documentation to tie lost or missing garments to individual wearers.
- You can immediately see the number of garments in an employee's possession and in need of return in the event of termination.
- You have quick and accurate information on overall program usage and the data needed to direct changes if necessary.
- You are always ensured of accurate delivery counts and precise billing.

100% Uniform Tracking with UniTrack™

A lot goes on between the time your soiled uniforms are picked up and your clean ones are delivered.

Our UniTrack™ scanning is coupled with proprietary laser and digital barcode tracking technology to carefully monitor your garments by individual employee name throughout *all* internal and external processes. Our system is designed to prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy.



Despite this multi-step service process, you only see 2 things—pick-up and delivery. That's why UniTrack™ is such a valuable tool, it guarantees accountability. And it's available only from UniFirst.

For additional information, contact your UniFirst representative at 800.225.3364.



Professional Shirt Pressing



A polished appearance makes the difference.

- At UniFirst, we know your employees' appearance means a lot, both to you and your customers.
- We take extra effort to individually press *all* of our work shirts before returning them.
- You get the sharp, crisp look you want...that your company deserves...at no extra charge.

You always get a sharp look that sets your company apart.



What Makes UniFirst Shirts Better?

UniWeave® Industrial Work Shirt



- | | | |
|--|---|---|
| <p>① Special UniWeave® fabric is inherently lighter, softer, more comfortable</p> <p>② Fully lined, banded collar with sewn-in stays retains shape</p> <p>③ Embroidered name emblem for easy wearer identification</p> <p>④ Embroidered company emblem for best business image</p> | <p>⑤ Full-size hex-cut pockets for functionality and convenience</p> <p>⑥ Triangular tacks at stress points add strength and durability</p> <p>⑦ Seven button “dress shirt” front for better look</p> <p>⑧ Full cut, with extra tall lengths available (longs, 2XL+), means proper fit for every size</p> | <p>⑨ Bartack at sleeve stress points for style and strength</p> <p>⑩ Button cuff closures and lined cuffs aid appearance and fit</p> <p>⑪ Double yoke provides an improved look, enhances comfort</p> |
|--|---|---|

UniFirst stitches style and feel into every shirt.

See reverse for Softwill® Industrial Work Pants features.

unifirst.com

UniFirst U1st
Uniforms • Services • Solutions



What Makes UniFirst Pants Better?

Softwill® Industrial Work Pants



- | | | |
|--|--|--|
| <ul style="list-style-type: none"> ① Soft-hand twill fabric with relaxed fit for greater comfort ② Melamine extra strength button for secure closure ③ Heavy duty brass zipper with ratcheting slider ④ Lined "J" stitch fly lies flat | <ul style="list-style-type: none"> ⑤ Double-faced front pocket with free fall pocket design for better look and function ⑥ Bartacks at stress points prevents rips and tears ⑦ Tandem needle stitching for stronger seams and better finish | <ul style="list-style-type: none"> ⑧ Full hem improves appearance ⑨ Rocap style lined waist band with 7-belt loops ⑩ Dart reinforced, set-in welted pockets in rear for strength and style ⑪ Permanent press for a better look, longer |
|--|--|--|

UniFirst weaves comfort and durability into every pair of pants.

See reverse for UniWeave® Industrial Work Shirt features.



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sydney Ceder, Senior Buyer

DATE: June 29, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No. SSC0089
Project Name: City-wide Uniforms for Non-Safety Department
Commodity: 20068
Code(s): _____
Estimated Value: \$3,000,000

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2035.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____ % MBE _____ % WBE

b. Subgoals _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons: no subcontracting opportunities were identified

For Raymond M. Young,
Veronica Lara, Director

Date: July 2, 2012

cc: Lynda Thorpe, Purchasing

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (BEST VALUE)
Offer Sheet

SOLICITATION NO: SSC0089

COMMODITY/SERVICE DESCRIPTION: CITY-WIDE UNIFORMS
FOR NON-SAFETY DEPARTMENTS

DATE ISSUED: JULY 2, 2012

REQUISITION NO.: 7400-12062700435

PRE-BID CONFERENCE TIME AND DATE: 10:00 A.M. ON JULY 17,
2012

COMMODITY CODE: 20085

LOCATION: AUSTIN CITY COUNCIL CHAMBERS, 301 W. 2ND
STREET, AUSTIN, TEXAS 78701, ROOM 1001

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 11:00 A.M. ON JULY 31, 2012

Sydney Ceder
Senior Buyer
Phone: (512) 974-2035

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 11:00 A.M. ON JULY 31, 2012

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

Table of Contents

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0830	BUY AMERICAN ACT CERTIFICATE	N/A
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0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet, 2 Pages
- Section 0600 Bid Sheet(s), 13 Pages
- Section 0605 Local Business Presence Identification Form, 2 Pages
- Section 0700 Reference Sheet (if required), 2 Pages
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections), 9 Pages
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, 2 Pages
- Bid Guaranty (if required), N/A

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, sydney.ceder@austintexas.gov.

2. INSURANCE. Insurance is required for this solicitation.

- A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

SECTIONS 3 AND 4 ARE ONLY APPLICABLE IF VENDOR IS BIDDING ON SECTION A.

- 3. **BID/PROPOSAL/RESPONSE BOND ("BOND") (Applicable to procurements requiring a Payment and/or Performance Bond.)**
 - A. All Offers shall be accompanied by a Bid/Proposal/Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid/Proposal/Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
 - B. The Bid/Proposal/Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid/Proposal/Response Bond will be returned to the Offeror. The Bid/Proposal/Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid/Proposal/Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
- 4. **PERFORMANCE BOND (Must also include a Bid/Proposal/Response Guaranty/Bond – see paragraph 5 above)**
 - A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 48 months and may be extended thereafter for up to 1 additional 60 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 48 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

6. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

7. DELIVERY REQUIREMENTS

Location:

Vendor will be provided a list of various City

Department locations that require delivery

upon contract award.

- A. Delivery is to be made within 2 calendar days after the order is placed (either verbally or in writing) for all standard uniform orders which the Vendor is required to carry stock. All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

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- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

8. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be billed to the City Department that placed the order. The Vendor will be provided a list of each Department's invoice mailing address upon contract award.

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. RESTOCKING FEES

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

10. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

11. SAMPLES – EXACT REPLICA

- A. The Offeror shall submit an exact replica of the non-customized uniform items to be provided per specification IFBBV SSC0089. This sample shall be provided within 5 working days after request by the City.

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- B. Send samples to the City at the following address:

City of Austin	
Department	Purchasing Office
Address	124 W. 8 th Street
City, State Zip Code	Austin, TX 78701
Attn:	Sam Dominguez

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

12. PUBLISHED PRICE LISTS

- A. Offerors must quote their prices as a discount from the Manufacturer's Suggested Retail Price (MSRP) for all items being offered under the Contract. The discount from MSRP may be increased by the Contractor during the life of the Contract, but may not increase.
- B. One copy of the MSRP price list upon which the discount(s) are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the manufacturer's name and the latest effective date of the price list.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of an increase in the manufacturer's prices to the dealer or MSRP. Written notification from the Contractor of price changes (along with a copy of the revised list) must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30-calendar days after written notification. The City reserves the right to refuse any price revision or to accept an alternative, buyer-approved equal product as a substitution.
- D. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

13. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care

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plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

14. WORKPLACE CONDITIONS CODE ("CODE") – ONLY APPLICABLE TO SECTIONS A & C

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.

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B. In this code:

- i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.
- ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
- iii. Worker means:
 - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
 - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
 - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.

C. Prohibition of Sweatshop Conditions.

A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.

- D. Compliance with All Laws. A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. Harassment and Abuse. A Vendor shall not engage in behavior that harasses or abuses a worker in a sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. Discrimination. A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. Exposure to Toxins. A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. Wages and Benefits. A Vendor shall pay wages that comply with the Living Wages and Benefits Provision contained in this Solicitation.

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- I. Wage and Hour Records. Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. Working Hours. A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- K. Overtime Compensation. A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. Termination. A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. Closure to Avoid Compliance. A vendor may not close or reduce orders for a production facility:
 - i. as a punitive measure against workers for exercising their right to freedom of association; or
 - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. Vendor Recordkeeping Requirements.
 - i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
 - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
 - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
 - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - (2) An agreement in which the Vendor commits to the following:
 - (a) That the Vendor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Vendor's suppliers or Subcontractors; and
 - (c) That the Vendor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious,

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and accessible in the workplace and translated into the each worker's first language; and

- (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Vendor in any local, state, or federal administrative agency or court in the preceding five years; and
 - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
- O. Each Vendor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
- P. Each Vendor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Vendor's payroll records, the Vendor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Vendor, stating that the records are complete and accurate.
- Q. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Vendor and its Subcontractors and suppliers are in compliance with this Code. The Vendor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
- R. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- S. Compliance; Verification. Each Vendor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- T. Enforcement; Penalties.
 - i. Complaints. Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
 - ii. Requests for Information. Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Vendor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
 - iii. Access to Production and Distribution Facilities. For administration and enforcement purposes, a City Vendor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
 - iv. Independent Audit. If the City is unable to verify compliance, it may require an independent audit at the expense of the Vendor, followed by a public report verifying either that the

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violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.

- v. Remediation. On a finding that a violation of this Code has occurred at a Vendor's production facility, the City and the Vendor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - (3) re-instating a worker who has been dismissed in violation of the law.
- vi. Training On Workplace Conditions. At a facility or operation of a Vendor determined to be in violation of this Code, the Vendor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Vendor shall bear the expense of the training. Upon the City's request, the Vendor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
- vii. Summary of Corrective Actions. The City may require that a Vendor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Vendor shall provide the written summary within the time period specified by the City.
- viii. Sanctions. The City may impose sanctions if a Vendor knowingly provides misinformation or falsified information to the City or if a Vendor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Vendor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
- ix. Debarment and Suspension. In the event that a Vendor is debarred, the City Purchasing Officer will remove the Vendor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Vendor from the list for the period specified in the non-compliance sanction.
- x. Protest. A Vendor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

15. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

16. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the City of Austin Department buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City of Austin Department buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City of Austin Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

17. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the

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Contractor contractually, shall reference the contract number, and include the following documentation:

- (1) an itemized, revised price list with the effective date of the proposed increase;
- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
- (3) For the purposes of this Contract, pricing provided by the Contractor will be considered to be 70% cost of goods and 30% cost of labor; price change requests shall be allocated accordingly. For the 70% cost of goods pricing, Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index Industry Data, Series ID: 4481, the Index for Clothing Stores, current as of the date of the Contractor's Offer; and a copy of the index for the most current period. For the 30% labor portion of the contract, Contractor shall submit, as a part of the request for increase, the version of the U.S. Department of Labor Employment Cost Index for Wages and Salaries for all Private Industry Workers (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period. Price increases shall be calculated based on percentage changes in the above indexes with the following formula:

$$\text{Price increase \%} = .70 (\text{PPI Index above}) + .30 (\text{Labor Index})$$

- (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
 - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed **twenty-five percent (25%)** for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
 - iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.

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- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

18. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

19. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Sam Dominguez
512-974-1721
Sam.dominguez@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

AWU LOCATIONS

<u>SOUTH AUSTIN REGIONAL WWTP</u>			
AMY STOWE	(512) 972-1600	13009 Fallwell Lane	Del Valle, TX 78617
RANDALL SWENSON	(512) 972-0640	fax	amy.stowe@austintexas.gov
Hours of availability:	7:30 a.m.	3:30 p.m.	except City observed Holidays
<u>GOVALLE OCCU DEV & SUPPORT</u>			
MARGARET LOPEZ	(512) 972-1510	911 Linger Lane	Austin, TX 78721
JAMES BENNETT	(512) 385-1810	fax	margaret.lopez@austintexas.gov
Hours of availability:	6:00 a.m.	2:00 p.m.	except City observed Holidays
<u>HORNSBY BEND BMP</u>			
ROSIE CHAVEZ	(512) 972-1950	2210 S. FM 973	Austin, TX 78725
KEN LOCKARD	(512) 972-1900	fax	rosie.chavez@austintexas.gov
Hours of availability:	7:00 a.m.	3:00 p.m.	except City observed Holidays
<u>ULLRICH WTP</u>			
DAISY HORTON	(512) 972-1800	1000 Forest View Drive	Austin, TX 78746
TERRY DELANEY	(512) 972-1834	fax	daisy.horton@austintexas.gov
Hours of availability:	7:00 a.m.	3:00 p.m.	except City observed Holidays
<u>DAVIS WTP</u>			
AMY PADILLA	(512) 972-1722	3500 W 35 Street	Austin, TX 78703
DONALD HUNTER	(512) 972-1727	fax	amy.padilla@austintexas.gov
Hours of availability:	7:00 a.m.	3:00 p.m.	except City observed Holidays
<u>NORTH SERVICE CENTER</u>			
ERIC WRIGHT	(512) 517-7556	901 W Koenig Lane	Austin, TX 78756

AWU LOCATIONS

MANUEL MACIAS	(512) 972-0945	fax	eric.wright@austintexas.gov
Hours of availability:	6:30 a.m.	5:00 p.m.	except City observed Holidays
<i>EAST SERVICE CENTER</i>			
JOE DAVILA	(512) 972-0737	6301-B Harold Ct	Austin, TX 78721
MERCEDES GARCIA-LOPEZ	(512) 972-0726	fax	joe.davila@austintexas.gov
Hours of availability:	7:00 a.m.	3:30 p.m.	except City observed Holidays
<i>SOUTH SERVICE CENTER</i>			
DORA SOTO-COOPER	(512) 972-0511	3616 S 1 Street	Austin, TX 78704
RICK CORONADO	(512) 972-0512	fax	dora.soto-cooper@austintexas.gov
Hours of availability:	7:30 a.m.	2:30 p.m.	except City observed Holidays
<i>GLEN BELL SERVICE CENTER</i>			
REGINA LUNA	(512) 972-1203	3907 S Industrial Blvd	Austin, TX 78744
ROSEMARY YBARRA	(512) 972-1266	fax	regina.luna@austintexas.gov
Hours of availability:	7:30 a.m.	4:00 p.m.	except City observed Holidays
<i>WEBBERVILLE SERVICE CENTER</i>			
MARY VARELA	(512) 972-2020	2600 Webberville Rd	Austin, TX 78702
ROSEMARY YBARRA	(512) 972-2039	fax	mary.varela@austintexas.gov
Hours of availability:	8:00 a.m.	5:00 p.m.	except City observed Holidays
<i>WALNUT CREEK WWTP</i>			
JOE FABIAN	(512) 972-1443	7113 FM 969	Austin, TX 78724
MIKE WELCH	(512) 972-1448	fax	joe.fabian@austintexas.gov
Hours of availability:	7:00 a.m.	3:30 p.m.	except City observed Holidays

**City of Austin
Specifications
Industrial Clothing, Supplies, and Service
IFB-BV**

1.0 Purpose

This is an Invitation for Bid -- Best Value (IFB-BV) for a four-year service agreement with one (1) five-year renewal option for a full service industrial clothing and supplies uniform contract for various departments within the City of Austin. This bid shall be awarded based on the "best value" criteria set forth in this specification. The City of Austin seeks bids in response to this IFB-BV from Contractors with significant experience and specialization in providing uniforms, the application of patches and embroidery, as well as alteration and repair services.

It is the City's preference to award a single contract for the City's uniform needs; however, the City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. The City also reserves the right to refrain from awarding any lines or group of specific line items.

This IFB-BV is divided into 3 separate sections: Section A: Uniforms, Patches, and Alteration Services, Section B: Service Pins, and Section C: Uniform Rental and Laundry Service. Bidder may choose to bid one section, two sections, three sections, or a combination of all three. Section A, Section B, and Section C require that the Vendor provide pricing for all line items contained within the section.

SECTION A: UNIFORMS, PATCHES, AND ALTERATION SERVICES

2.0 Scope and Classification

- 2.1 Scope -- This specification establishes the minimum requirement for uniform items, patches, supplies, sewing and alterations for City personnel. It includes sections on Scope and Classification, Background Information, Performance Requirements, Certification and Test Requirements, Ordering, Delivery, Training and Uniform Retirement, Reporting and Invoicing Requirements, Product Design and Material Requirements, Alterations and Repairs, and Competitive Selection and Contract Award Procedures.

3.0 Background Information

The City of Austin is the state capital located in Central Texas with an urban population of more than 750,000 within the incorporated limits and 1.7 million in the Austin-Round Rock MSA.

The City is looking for a Contractor to provide a sophisticated uniform services model that includes professional sizing and alterations at the Contractor's local facility. It is also required that the Contractor provide a web-based ordering system that will allow each

employee to place orders for uniform items online using a unique password and user id. Online approval functionality (a tiered system) for each order by Department Administrator is required. The City also requires online reporting that tracks uniform issues by department, employee, item type, and total. Information maintained inside this system should be readily exportable in a common data format, and the City will export data on a recurring basis and at the conclusion of the contract. All data maintained for the City of Austin is the property of the City. Each Department will have the option to utilize the web-based ordering system and recording keeping system or not, at any point within the contract.

Section A: the successful Bidder will be awarded either the entire contract or the majority of the contract and will be required to operate a store front, an online ordering system with recordkeeping, and collect and store the City's used standard uniform items.

Bidder is required to submit a list of all product lines they can offer, plus a respective discount from MSRP for each product line. Bidder shall provide the "over and under sizes" per Manufacturer and the percentage that will be charged above the standard sizes (see Attachment A). For custom items that the City will purchase in the future, Bidder shall provide the dealer cost plus mark-up.

4.0 Performance Requirements

- 4.1 To the extent possible, the City will introduce uniform variations (including both issue and retirement) to the organization at the same time. This may require detailed planning, surge ordering, inventory stockage and additional hours of availability on the part of the Contractor's organization.

To the extent possible, the City will coordinate major uniform changes affecting large number of uniform personnel with the supplier a minimum of 180 calendar days prior to a planned uniform change so as to allow for acquisition lead time (and required activities such as acquiring storage space and modifying the individual clothing record) on the part of the supplier. In addition, smaller changes may be made and smaller one time purchases may be required through out the life of this contract which will need a much shorter lead time. Each purchase or change will be worked out with the Contractor on a case by case basis.

The brands and items listed in this solicitation are merely for evaluation purposes. The City reserves the right to add or delete additional brands or line items throughout the life of the contract. The Vendor will provide pricing or a discount from Manufacturer's suggested list price as requested and the City will evaluate the pricing.

Should the retirement of an item create an excess-to-needs stock condition, the supplier should attempt to return any stock ordered by the City to the manufacturer for exchange or credit. Any stock that cannot be returned to the manufacturer for credit after proper coordination with the City will be considered a "use until exhausted" item.

The City of Austin reserves the exclusive right to determine whether an item is a "buyer-approved equal" to the line item specified in the solicitation. For purposes of

comparison, the City may define equivalency to mean something less than “an exact replica in every detail,” but something that “generally matches the specified item in form, fit, and/or function.”

- 4.2 All items and materials shall perform under normal wear and tear for at least 12 months with no ripping or unraveling of seams, stitching, points of stress, or failure of any glues or other adhesives.
- 4.3 All items and materials shall be of high quality, colorfastness and durability, and designed and manufactured to withstand extensive field use over time. All fabric shall meet standard shrinkage allowance of approximately 2%, be colorfast, and be guaranteed washable. The fabric used is to include a fashion clear finish, soil release that combines with color bright retention, has moisture absorbency, and provides maximum comfort.
- 4.4 Each item shall be tagged with standardized sizing, material and care labeling.
- 4.5 The Contractor must submit evidence (dated manufacturer's catalog or similar, electronically is preferred) that all items are currently commercially available or will be available once the Vendor begins work for the City. The City expects that a minimum of 95% of employees (both male and female) will be supplied using garments available from stock within 48 hours of request for uniform items that do not require embroidery, patch placement or a name tab. For uniform items such as duty shirts or cold weather jackets that require custom embroidery or the application of a name tab; orders will be ready within 5 working days. No more than five percent (5%) of employees will require special orders for uniforms. Contractor will provide a list or chart of the stocked item sizes as an attachment to the bid.
- 4.6 All items shall have a warranty covering defects in materials and workmanship for at least 12 months.
- 4.7 **Stitching**
 - Thread tension shall be evenly maintained to eliminate tight or loose stitching.
 - Seam allowances shall be maintained to eliminate all raw edges, run-offs, twists, pleating, or open seams.
 - All seams carrying load or stress shall be double-stitched.
 - Seam ends shall be tacked or secured by other seams.
 - Stitching line ends and thread breaks shall be overlapped by at least one-half inch.
 - All stress areas shall be secured with bar tacks or other reinforcements.
- 4.8 The Contractor shall guarantee replacement of defective items within 48 hours of notification for stock items only.
- 4.9 The Contractor shall guarantee exchange of ill-fitting items within 48 hours of notification for stock items only.
- 4.10 All items are to be packaged for delivery in accordance with industry standards.

- 4.11 At the start of the contract, the Contractor will be required to record sizing information on an electronic record for all City Department employees who elect to utilize the on-line ordering system with record keeping.
- 4.12 The Contractor shall stock adequate quantities of all items and materials to ensure delivery in accordance with ordering requirements described below.
- 4.13 The Contractor shall provide emblem sewing (including attaching and removing patches, embroidered namestrips, etc.) and alterations as specified in the Alterations and Repairs section of the scope of work.
- 4.14 Emblems are to be provided and sewn on by the Contractor for all City of Austin patches, emblems, and namestrips.
- 4.15 Sewing and alteration workmanship
- If emblem sewing, emblem removal or alteration permanently damage a garment and results in the garment being unusable, Contractor shall be liable for replacement cost of garment. The Contractor shall replace unusable garments within 2 calendar days.
 - The City will either supply or work with the Contractor to secure a correctly configured sample of each shirt and trouser or other item as applicable that is covered under the contract, as a template for the Contractor's use.
- 4.16 The Contractor shall maintain a fully-staffed, commercial, brick and mortar facility located within the city limits of Austin and provide regular operating hours for both goods and services for a minimum of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. The selected Contractor's staff shall be properly trained in order to provide all City personnel with prompt and courteous service.
- 4.17 At least one day per week, Monday through Friday, the Contractor shall be open for business beginning at 6:00 a.m. Service hours on this day shall be no less than 6:00 a.m. to 5:00 p.m.
- 4.18 To ensure the public safety, the City of Austin reserves the right to require that the Contractor be open for City business during serious emergency operations. The City may request this service at any time, 24 hours a day, 365 days a year, during any emergency response activation.
- 4.19 It is the intent of the City to have the Contractor's facility stocked and ready for operation 120 days after contract award.

Bidders are required to provide a transition plan with their bid if responding to Section A. This requirement is valid of all bidders who plan to provide the City with a storefront operation and an online ordering system with recordkeeping, regardless of whether the bidder has a current storefront operation in the Austin area. This transition plan should be a complete account of the steps that the bidder will take to ensure that the bidder will be able to open a fully-functioning uniform and equipment

storefront no later than 120 days after contract award. The transition plan should also include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step. The transition plan should begin on the date that the contract is fully-executed and end on the day that a fully-functioning uniform storefront is opened for business to the City.

Since actual dates will depend on the date of contract execution, it is acceptable for the bidder to indicate a number of days or weeks to accomplish the task, or to otherwise show the steps the Contractor will perform to be ready to provide services no later than 120 days after contract award.

We recommend that the transition plan include, but not be limited to, how the Bidder plans to address the following items:

- Implementing the On-line Ordering System with Recordkeeping
- Conducting training for City staff members

- 4.20 The Contractor shall be subject to a "Non-Performance Penalty" of 10% of total dollar of items on backorder each month if a fill rate of 95% or better is not achieved on standard issue uniform items, sizes, and equipment. The non-performance penalty amount shall be reflected as a credit in the billing each month.
- 4.21 Throughout the life of this contract the City may have occasion to order special run uniform items such as T-Shirts or Polo Shirts for a special event in various colors, with custom screen printing or embroidery. These items will not be considered standard issue and will not need to be stocked by the Contractor. The turn-around time for these items shall be 10 days.
- 4.22 The selected Respondent must employ an Account Manager dedicated to the City account. The assigned Account Manager must have an in-depth knowledge of the City's contract to include provisions, list of approved items as well as have access to all manufacturers providing the product. Upon request, the Account Manager or designee must be available to attend meetings to discuss contract or uniform issues as well as have the ability and authority to make decision on behalf of the selected Respondent.
- 4.23 As part of the conclusion of the Contract, City and current contractor will assess the value of current inventory, and at the City's option, the City will either buy back the inventory, or will incorporate the inventory into the re-solicitation to become the responsibility of the next Contractor. The City reserves the right to work collaboratively with the Contractor during the final 9 months of the contract to develop a resupply and ordering plan that will minimize the quantity of uniform and equipment items subject to "buy back" under this agreement.

5.0 Certification and Test Requirements

- 5.1 Samples – All Contractors are required to submit a sample of each item if requested, at no cost to the City, for demonstration and evaluation.
 - The Contractor shall provide samples within 5 business days after notification by the City.

- Failure to provide samples in the time specified may result in rejection of the bid.
 - Samples submitted by the Contractor will become property of the City and will be retained as quality control samples throughout the life of the contract.
 - For each sample, the Contractor must provide written certification of manufacturer, as well as material type and weight.
- 5.2 The City reserves the right to submit samples for testing by any testing laboratory selected by the Purchasing Officer, in order to verify conformity to the stated specifications and/or certifications. If samples do not pass inspection tests, the Contractor shall pay for the cost of testing.
- 5.3 The Contractor shall submit a published sizing chart for each clothing item, showing the key measurements (chest, waist, hip, etc.) for each size.
- 5.4 The samples submitted by the Contractor will become the property of the City and will be retained as quality control samples throughout the life of the contract.
- 5.5 Contractor shall have at least 5 years experience providing similar services for similar size agencies and shall provide documented proof with bid, in the form of references and a resume.
- 5.6 As part of bid submission, Contractor shall provide documentation listing names, job duties, and years of experience of each employee providing services under the contract.

6.0 Ordering, Delivery, Training, and Uniform Retirement

- 6.1 The Contractor is required to operate a web-based ordering system that can be accessed by each City of Austin employee with a unique password, provide a pick list of standard uniform items, alteration and repair services to order, and an order history for the City of Austin employee to review so they can track their order history.
- 6.2 The Contractor shall allow City of Austin employees to buy extra uniform items online or at the Contractor's local facility from any approved catalog for contract pricing with their own personal funds.
- 6.3 Online workflow: approval process and reporting for City management. Online order flow to a designated City Department contract administrator's work queue for approval before the order is processed. The approver will be notified by email that an order is pending approval. Approval rights shall be made available for up to 10 users for each Department. Additional users may be added at no cost to the City.
- 6.4 No minimum quantity requirements shall be placed on orders for any item.
- 6.5 The Contractor shall turn around orders within 48 hours of order approval (except weekends and city approved holidays) for all standard and stocked uniform items, that do not require custom embroidery, patch application or the application of a name tab or within 5 working days if the stocked uniform item requires embroidery, patch application or application of a name tab. Items requiring longer delivery times are specified in this Scope of Work document.

- 6.6 The Contractor shall notify the City staff member by email or phone when their order is ready for pickup at the Contractor's location. The Contractor shall give the City staff member up to 2 weeks to pick up their outstanding order before notifying the City Department's contract administrator.
- 6.7 City Personnel shall be able to order alterations or repairs to uniform items on-line off a set menu. Once the order has been approved by the City Department's contract administrator, the City staff member shall take the uniform item to the Contractor's local facility. Repairs and alterations shall be completed by the Contractor for the City staff member on a "while you wait" basis. More complex alterations shall be completed within 5 days of request.
- 6.8 Orders shall be delivered to the Contractor's facility or to the Department and shall include the following on packing slip.
- A. Order Number
 - B. Employee name
 - C. Employee number
 - D. Description of items shipped
 - E. Quantity of items shipped
 - F. Unique reference number that tracks the order from origin to receipt of invoice
- 6.9 Additional City Departments and delivery locations may be added as needed.
- 6.10 The Contractor shall include training and customer service support by email and phone for the online ordering system through out the life of this contract.
- 6.11 City Departments may require standard uniform items to be turned in on a "one for one basis" in exchange for new issues. The Contractor shall collect used standard uniform items from the City staff member at the Contractor's local facility when a new order is picked up by the City staff member. The Contractor shall record on an electronic record if the City staff member did not turn in the prerequisite number of uniform items required. A report identifying the name of the City staff member, along with what uniform items were not turned in to the Contractor, shall be available for the contract administrator to review on at least a weekly basis. The Contractor is not required to enforce the City's uniform exchange policy. Department management will follow up with personnel as needed. The Contractor shall be responsible for collecting and securely storing retired uniform items in a locked bin or container until they can be collected by either the City or a City Contractor, approximately twice a month or more. Contractor will be able to charge the City a flat monthly fee for providing this collection and storage service. Contractor will not be required to dispose of retired uniform items.

7.0 Reporting and Invoicing Requirements

- 7.1 Contractor shall email a monthly invoice with a report showing the detail of all purchases for the month to each City Department.

- 7.2 Only items or services received and signed off by a City staff member may appear on the invoice.
- 7.3 Electronic reports shall be made available monthly by the Contractor to the Department contract administrator. The reports shall show individual issues, by type, the total of clothing/service quantities purchased, and total dollar purchases by a selected date range (daily, weekly, monthly, quarterly or yearly).
- 7.4 An individual electronic record shall be made available to each employee to view online when he/she signs on to his/her personal account. The record shall show order history for that individual by date, quantity, item, and size for all uniform items purchased.
- 7.5 A report identifying the name of the City staff member along with what uniform items were not turned in to the Contractor shall be available for the contract administrator(s) to review on at least a weekly basis.
- 7.6 The Contractor shall maintain electronic employee sew/alteration records and shall include employee name, employee number, a count of each type of garment handled and a detailed listing of all sewing/alteration services provided.
- 7.7 Reference Section 0300, Ownership and Use of Deliverables. Upon conclusion of the Contract, ownership of Contractor's on-line clothing record database and any artwork created by the Vendor for the City will be transferred to the City. All data generated through the system is considered City data, is owned by the City, and will be transferred to the City in agreed upon electronic format.
- 7.8 Additional technical information regarding the Online Ordering System with Recordkeeping is detailed below:
- 7.9 Reporting metrics shall include at a minimum: number of orders submitted, number of orders filled, number of backorders, total sales, total sales by department, and sales by type of garment.
- 7.10 The City's minimum expectations for an Online Ordering System are:
- a. Internet based;
 - b. Accessible for not less than 23 hours daily, since the anticipated users are employees on varying duty shifts and assignments;
 - c. Complete and deployed for general customer use, not a custom build for this contract;
 - d. Includes a user identification and password capability similar to standard online ordering systems such as Amazon;
 - e. Includes the capability for a properly secured user, such as a City administrator, to create a new account for an "ordering

individual", including providing preliminary size data for the account [i.e. no self-creating an account by individual, since City will exclusively pay for these orders];

- f. Includes the ability for the ordering individual to select one or more of the items specifically identified on the contract, in a quantity of one or more, which are then accumulated to form a single order. For example, selecting two shirts, two sets of patches, and a pair of trousers in a single ordering event;
- g. Includes a workflow / customer order approval capability to provide for City internal approvals by a minimum of two (2) City approval levels, i.e. the department uniform / property manager ("Property") and the department financial staff ("Finance") prior to order processing by Vendor;
- h. Includes a clear and easily understandable status indicator, visible to any City user (administrator or individual) to show that the order has been placed, is pending City internal approval level 1, is pending City internal approval level 2, is being processed by proposer, is ready for pickup by ordering individual, has been picked up by ordering individual, and has been invoiced to the City;
- i. Includes the ability to report on an individual order, on the orders placed by the entire department, on the cumulative orders placed by an individual, and by the item ordered (such as a report of cargo-pocketed pants ordered by the Aviation Department) regardless of ordering individual, with each report defined by a user-selected time period; and
- j. Includes the ability for the reports, or the base data underlying the reports, to be exported by a properly secured user as a comma separated variable file to be used by the City for internal reporting and management purposes.
- k. Includes the ability to allow the City to upload bulk orders into each employee clothing record, ie. for an order for 6 shirts each for 500 employees, total 3,000 shirts, each employee's record will be updated to reflect the six shirts.
- l. Allows approvers to include comments to each order, including approval or rejection and reason for rejection.

- m. Allows approvers to edit orders.

7.10.1 The City's test data profiles to support the above requirements are provided below. The test data profile should be used by the Bidders for developing, testing and validating the proposer's system; however, the actual demonstration will be done in real time, by the bidder and City staff to validate the steps listed above.

The demonstration will begin with the bidder creating City administrator accounts for a department, for both the Property and Finance approvers, and then those administrators will continue the demonstration by signing in to their accounts, creating an account for one ordering individual for each department, providing preliminary sizing information, then signing off.

The demonstration will continue with the sign in of the ordering individual, who will place two complete orders and sign off.

The City administrators will sign back in, and apply Property and Finance approvals to one of the two orders, and will reject the other order and sign off.

The proposer's staff will then simulate the processing of each of the two orders through the invoicing process for the approved order, and any required processing of the rejected order.

The demonstration will include any email notifications or other status updates to be provided.

Upon completion of the simulated order cycle, the City will also test the reports and download of data.

This complete "end to end" test will be satisfactorily completed as a condition of contract award.

User Profiles:

1. Fire Property Approver
 - a. Userid:
 - b. Password:
2. Aviation Finance Approver
 - a. Userid:
 - b. Password:
3. Aviation Employee
 - a. Userid:
 - b. Password:
 - c. Shirt Size: Medium
 - d. Neck Size: 15

- e. Sleeve Length: 31
- f. Waist: 30
- g. Inseam: 28
- h. Hat: 7 ¼

8.0 EMBLEMS AND PATCHES SPECIFICATIONS

8.1 Scope and Classification

8.1.2 Scope

This specification establishes the minimum requirements for the City of Austin (COA) Emblems and Patches. It includes sections on Scope and Classification, General Requirements, Performance Requirements, Material Requirements, Design and Construction, Certification and Test Requirements, Other Requirements, and Ordering Data.

8.2 Classification

To provide Emblems and Patches to City of Austin Departments employees for use in the performance of their official duties.

9.0 GENERAL REQUIREMENTS:

All details not specifically described herein, including but not limited to styling, construction, color, materials, and components must match the standard reference samples to be provided to awarded bidder. Emblems and patches will be sewn on apparel or heat sealed on COA caps used by COA employees.

10.0 PERFORMANCE REQUIREMENTS:

Emblems and patches shall perform under normal wear and tear for a minimum of twelve (12) months without ripping or coming undone.

11.0 MATERIAL REQUIREMENTS:

11.1 Emblems and patches shall be made of 100% polyester thread.

11.2 Emblems and patches may be 100 % embroidery or a combination of embroidery and twill material. See samples for verification. Samples provided to awarded bidder of emblems and patches will govern the manufacture of the final product. Approval of final samples will be made by designated COA employee.

12.0 DESIGN AND CONSTRUCTION

12.1 Borders of emblems and patches shall be merrow or laser finish.

12.2 Backing of emblems and patches for sewing on apparel shall be plastic.

- 12.3 Backing of emblems and patches for placement on caps shall be heat seal compatible type.
- 12.4 Actual sizes of emblems and patches shall be as shown in Attachment B and by the samples provided upon award of the contract to the vendor.
- 12.5 Colors of emblems and patches shall be FUFU colors or equal as per industry standards. All colors used in the manufacture of emblems and patches for a department must match all other emblems and patches for that department.
- 12.6 Font for lettering used by each department must match all other emblems and patches for that department. Size of font and bold of lettering will be determined upon approval of the samples by COA employee.
- 12.7 Any emblem or patch listed on the bid sheet may be reduced in size to approximately 2 ½" to 3" X 3" for placement on caps with up to 6 colors (see bid sheet).
- 12.8 A new patch may be requested that is similar in size and the same number of colors to a patch that has been awarded and on contract. Additionally, an existing patch may change in the colors originally specified or the shape but will remain approximately the same size as specified with the same number of colors. In these instances, the price of production of the new patch or modified patch shall be as specified in the awarded vendor's bid sheet.

13.0 CERTIFICATION AND TEST REQUIREMENTS:

- 13.1 After bids are received, samples may be requested from the bidders by the City of Austin. Bidders shall provide samples within ten (10) calendar days of notification. Notification may be in writing or by phone. Requested samples are to be provided at no cost to the City. With each sample, bidder must submit written certification regarding thread type, thread manufacturer and color(s) used.
- 13.2 Samples may be subjected to laboratory testing at the discretion of the City. Bidders are responsible for all testing costs of their samples.

14.0 OTHER REQUIREMENTS:

- 14.1 After award of the contract, samples of current City of Austin emblems and patches shall be provided to the successful bidder. Emblems and patches ordered shall match quality, construction, color, and all components of the samples provided to the successful bidder. If emblem or patch is new and no sample is available, successful bidder shall provide a sample of the new emblem or patch to COA employee for approval. Once the new emblem or patch is approved, successful bidder shall match quality, construction, color, and all components of the new match with future orders.
- 14.2 Successful bidder shall guarantee replacement of improperly manufactured emblems and patches. Such replacement shall be made within two (2) weeks from time of notification.

15.0 ORDERING DATA:

- 15.1 Orders shall be confirmed via fax or e-mail within 24 hours of receipt of order.
- 15.2 There shall be no minimums placed on orders.
- 15.3 Emblems and patches shall have a thirty (30) calendar day delivery.

16.0 ALTERATION AND SEWING SERVICES

The services outlined in this section refer to alterations and repair that take place after the initial purchase and acceptance by the City of the uniform item. If the original item calls for the application of patches or name tabs that cost is required to be reflected by the Contractor in the original purchase price. Alterations and repairs listed in this section refer to services needed to maintain the functionality and fit of a uniform item so a whole replacement is not required.

The exception is uniform trousers; special alterations (other than hemming) that may be required to uniform trousers to assure proper fit before the item is accepted by the City.

16.1 Alterations and Repairs – Uniform Shirts

- a. Contractor shall sew on any patches to each uniform shirt before it is issued, as requested by each department.
- b. Contractor shall remove and/or re-apply patches to uniform shirts as requested.
- c. Sewing shall be minimally double stitched to ensure patch does not detach from clothing.
- d. Contractor shall perform maternity alterations services on shirts as ordered.

16.2 Alterations and Repairs - Trousers

- a. Alterations and repairs performed on trousers shall include, but are not limited to, fly zipper replacement, hemming, and addition of maternity panels, waist tapers, and side darts at trouser waist.
- b. Fly zipper: Contractor shall supply and sew in replacement metal zippers to uniform pants as ordered.
- c. In most cases alterations should be made on a while you wait basis or be completed prior to the employee picking up their garment.
- d. Prior to acceptance of altered trousers, employee shall try on trousers to ensure proper fit and completion.
- e. Any alteration faults identified during employee try-on shall be corrected immediately, while employee waits, at no additional charge.
All alteration materials that will be visible shall be color-matched to existing fabric.

16.3 Alterations and Repairs - Winter Jackets

- a. Contractor shall apply any required patches to each winter jacket, as applicable.
- b. Contractor shall re-apply patches as needed

- c. Contractor shall apply, repair and re-apply different name tabs for both the outer shell as required.

COMPETITIVE SELECTION AND CONTRACT AWARD PROCEDURES

Evaluation Committee

An Evaluation/Selection Committee will evaluate all bids received for this solicitation and determine, in a comparative manner, which bid(s) offer the best value to the City of Austin.

The Contractor will be selected by the City based on a best-value model. Evaluation factors outlined below shall be applied to all eligible, responsive Contractors in comparing and then selecting the successful bid. Award of a contract may be made without discussion with Contractors after bids are received. Bids should, therefore, be submitted on the most favorable terms.

Section A: Evaluation Factors (100 points total)

Cost	60 points
Local Presence	10 points
Online Ordering System with Recordkeeping	10 points
Experience	10 points
Green Initiatives	10 points

Optional Site Visit (20 points)

Site visits may be conducted with the some or all bidders at the discretion of the City.

LOCAL BUSINESS PRESENCE

Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered, a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

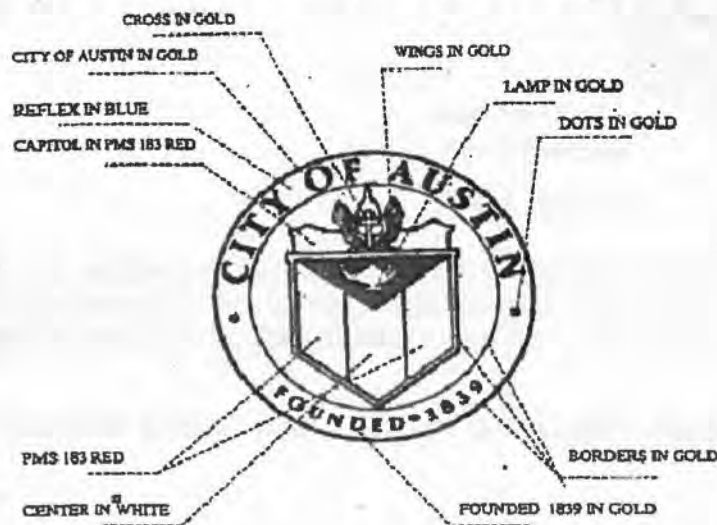
SECTION B: SERVICE PINS SPECIFICATIONS (100 POINTS)

1.0. SCOPE AND CLASSIFICATION

- 1.1. Scope: This standard establishes the minimum design and performance criteria and test methods for Service lapel pins.

2.0. APPLICABLE SPECIFICATIONS

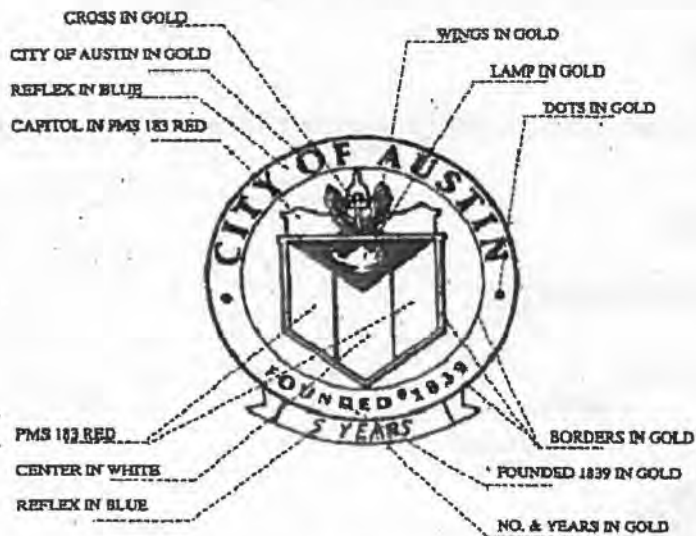
- 2.1 Service lapel pins—1/2 inch Cloisonne lapel pin.



Brass material with electrostatic gold plating and cloisonné color filled, military squeeze clutch with a nail and spur back. Lettering and borders are dye struck, lapel pins are 1/2 inch in size. All pins are to be boxed in a 1 1/4 x 1 1/4 inch plastic display box with see through top and foam insert.

- 2.2 Service lapel pins—5/8 inch Cloisonne lapel pin for 5 and 10 years of service.

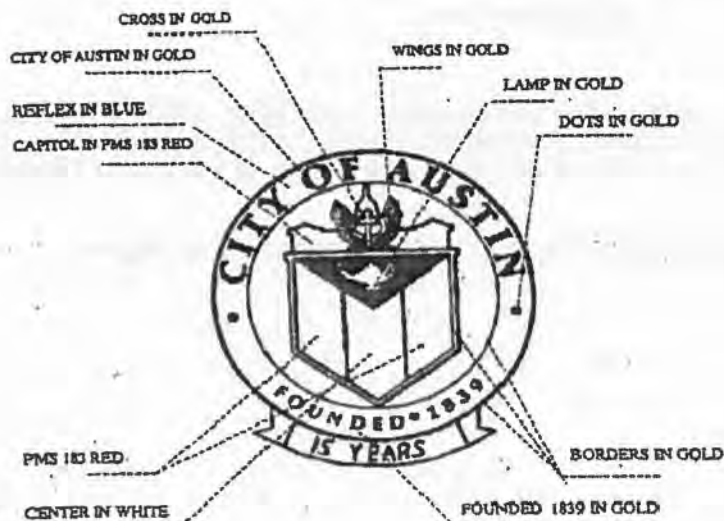
(5 & 10 YEAR CLOISSONNE LAPEL PIN)



Brass material with electrostatic gold plating and cloisonné color filled, a military squeeze cluth with a nail and spur back. Lettering and borders are dye struck, lapel pins are 5/8 inch in size. All pins are to be boxed in a 1 ¼ x 1 ¼ inch plastic display box with see through top and foam insert.

2.3 Service lapel pins—5/8 inch gold filled lapel pin for 15 through 35 years of service.

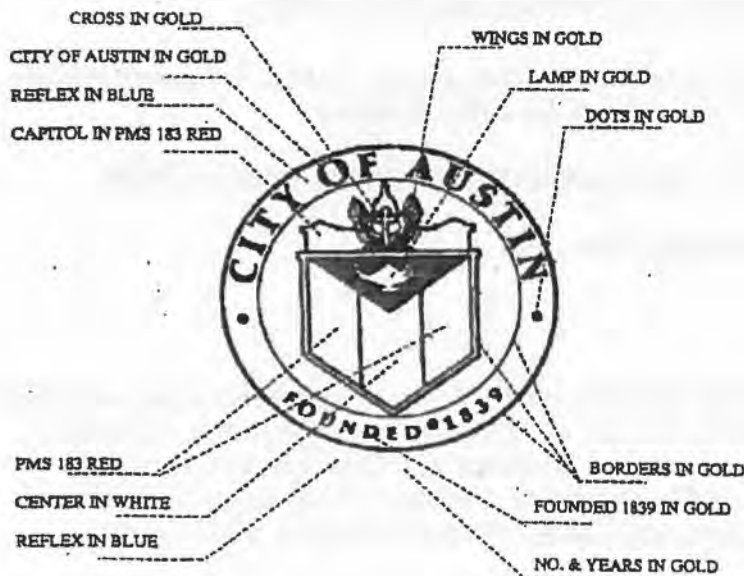
(15 - 35 YEAR GOLD FILLED LAPEL PIN)



10 Kt. Gold filled material, cloisonné color filling, a deluxe ball type tie tack with a nail and spur back, lettering and borders are dye struck, 5/8 inch in size. All pins are to be boxed in a 1 ¼ x 1 ¼ inch plastic.

2.4 Service lapel pins—3/4 inch gold filled for retirement.

(GOLD FILLED LAPEL PIN WITH TAB)



10 Kt. Gold filled material, cloisonné color filling, a deluxe ball type tie tack with nail and spur back, lettering and borders are dye struck, and lapel pins are 3/4 inch in size. All pins are to be boxed in a 1 1/4 x 1 1/4 inch display box with a see through top and foam insert.

2.5 Retired tab for 3/4 inch retired lapel pin.

RETIRE TAB FOR 3/4 INCH RETIRED LAPEL PIN

(GOLD FILLED TAB)



10 Kt. Gold filled material, attached to the back of the "Retired" lapel pin, affixed so when the clutch is removed, the tab will not fall off.

SECTION C: UNIFORM RENTAL AND LAUNDRY SERVICE SPECIFICATIONS (100 POINTS)

The City requires a Vendor to provide rental and laundry services to various clothing items. The specifications for these items are outlined below.

AUSTIN WATER UTILITY - WORK UNIFORMS RENTAL AND LAUNDRY

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for rental and laundry of work shirts and pants for the City of Austin Water Utility (AWU). Included in these specifications are sections on Scope and Classification, Applicable Specifications, Material Requirements, Contractor Requirements, Additional Requirements, Locations and Contact Persons, Delivery, and Invoicing.

1.2 Classification

The Contractor shall work uniforms throughout 10 AWU locations in the Austin area.

2.0 CONTRACTOR REQUIREMENTS

- 2.1 The Contractor shall provide new industrial style uniforms, on a rental basis. Initial delivery of uniforms to designated AWU facilities is required within sixty (60) business days after measurements of employees at each location.
- 2.2 Each AWU employee shall be issued 11 uniforms. This shall continue throughout the contract term and shall apply to new employees.
- 2.3 The Contact Person will notify the Contractor of new employees and the Contractor shall schedule to take measurements within seven (7) business days after notification, identify the type of garments and deliver within fourteen (14) business days or the next delivery/pickup, whichever is longer.
- 2.4 Uniforms shall be available in sizes, colors, and styles as identified on the bid sheet.
- 2.5 The Contractor shall call the Contact Person at each location within 5 business days after notification of award of the contract to schedule for measurements of employees, preference of long or short sleeves, and type of pant.

- 2.6 The Contractor shall provide tailoring/alternations to ensure proper fit and make repairs to uniforms as needed at no additional cost to the City.
- 2.7 The Contractor shall be responsible for pickup and laundering of dirty uniforms and delivery of cleaned uniforms. The laundering process shall consist of a HASUP wash (one proven to kill all bacteria) and pressing.
- 2.8 In addition to the Contractor's uniforms, City-owned t-shirts will be picked up, laundered and delivered with the uniforms. The Contractor will not be responsible for lost or damaged t-shirts.
- 2.9 City employees will be responsible for writing their name on each t-shirt with a permanent black marker.
- 2.10 The Contract shall deliver the laundered t-shirts to each perspective location. The City understands that the t-shirts will not be sorted.
- 2.11 Twice per year, the Contractor shall pick up, launder and deliver coats and/or coveralls owned by the in approximate numbers. A tracking/scanning mechanism shall be applied to each garment.
- 2.12 The Contractor shall provide a minimum of 3 rolling Z-racks, or Buyer Approved Equal, to store the uniforms. The Contractor shall provide each location with sufficient Z-racks based on the number of uniforms.
- 2.13 The Contractor will provide each location sufficient hampers to contain employees' soiled uniforms for seven (7) days.
- 2.14 Uniforms shall be picked up from each location and delivered on hangers to each location.
- 2.15 The Contractor shall be responsible for correction of shortages within 24 hours of notification by the Contact Person.
- 2.16 The Contractor shall replace lost uniform(s) within 7 business days after notification by Contact Person, at no additional cost to the City.
- 2.17 In the event that alterations cannot accommodate size change, replacement of uniform shall be provided within 7 business days and at no additional cost to the City.
- 2.18 If an employee requires a size change, the Contractor will issue new uniforms within three (3) business days or at the next delivery/pickup, whichever is longer, at no additional cost provided that the old uniforms are returned to the Contractor at the next delivery/pickup.
- 2.19 Uniforms that cannot be repaired or are worn out shall be replaced. Any jagged tear in a shirt or pants shall render the garment as beyond repair and shall be replaced. The Contact Person will make the final

determination as to whether a uniform is worn to the degree it requires replacing.

- 2.20 If a damaged uniform is brought to the Contact Person and the Supervisor makes a determination that malicious or negligent action has caused the damage to the garment, the City will pay for replacement.
- 2.21 AWU will have a Contact Person and a designated place at each location to assist the Contractor with the pickup and delivery of uniforms.
- 2.22 The Contact Person will inform the Contractor, in writing/email, of employees who are no longer with the City. The AWU will return uniforms at the next pickup/delivery and invoicing for that former employee shall be removed. The Contractor will cease charging the AWU within 24 hours of notification.
- 2.23 The Contact Person will notify the Contractor of new employees. The Contractor shall schedule to take measurements within 7 business days, identify the type of garments and deliver within 14 business days.
- 2.24 The City reserves the right to add/delete location as it deems necessary.

3 MATERIAL REQUIREMENTS

- 3.13 Uniforms shall be made available in men's and women's styles and sizes. Uniforms shall be as identified or buyer approved equal.

The Contractor shall affix or print a permanent marking/code on each garment for tracking purposes.

Shirts shall be available and include, but are not limited, to the following construction:

- "Postman blue" color shirts: RED KAP, Style SC30PB
- Denim shirts
- White shirts: RED KAP, Style SP14WH
- 100% cotton fabric
- Permanent press
- Vat dyed fabric with soil release
- Colors and fabrics will be reviewed by the City for acceptability
- Button front closure
- Stitched-down front facings

Collar - Lined with permanent stays

Sleeves - Shirts shall be available in both long and short sleeve

Pockets - Two button-thru pockets with pencil slot in left pocket; with reinforcement.

Insignias – The Contractor shall sew on AWU logo. The patch shall be centered and sewn on 1" below the upper left sleeve seam. The Contact Person will provide the AWU patch.

Markings - Sizes shall be marked on the inside of collar or on the front shirttail and shall include, but not limited to, the manufacturer's name, style, barcode, etc.

Trousers shall be minimum 8.5 oz 100% cotton twill of industrial type construction. Trousers shall be the same color as the "postman blue" shirts, navy and "postman blue" pants/slacks.

Jeans shall be minimum 100% 14.5 oz pre-shrunk cotton denim and shall be dark blue in color.

- 3.2 Construction of pants shall be bar-tacked at stress points with extra tacking at base of fly. Inseams and out-seams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after washings and have safety stitching to increase comfort by eliminating rough edges and unraveling.
- 3.3 Pants shall have a heavy-duty brass ratcheting zipper.
- 3.4 Pants shall have 2 front side pockets and to backside pockets.

4 DELIVERY REQUIREMENTS

- 4.1 Pickup and delivery shall be on Tuesdays (or the next business day if an AWU holiday falls on Tuesday) according to the hours identified at each location. Delivery shall be made a minimum 2 hours *prior* to a location's closing time.
- 4.2 Pickup and delivery shall be included in the rental/laundry cost.
- 4.3 Each garment shall be "scanned", counted and documented. A copy of uniforms delivered and/or received by the Contractor shall be provided to the Contact Person prior to leaving the premises.
- 4.4 The City may have an emergency where employees might use 2 uniforms in one day based on the type of incident. The Contractor shall provide uniforms during an emergency incident where a shortage of uniforms for an employee(s) may occur, such that no employee is without uniforms for more than 24 hours. No extra charge will be incurred by the AWU for these "emergency" incidents.

5 SAMPLE AND INSPECTION

- 5.1 The Contractor shall submit descriptive literature of each uniform item offered in response to this solicitation: (i.e. the short and long sleeve shirts and pants) with their bid.

5.2 Samples – Contractor is hereby advised that the Utility may request one (1) sample of item(s) bid for evaluation. Contractor must provide the sample requested within ten (10) working days of request free of charge.

5.3 Failure to provide samples or descriptive literature within the deadline shall result in rejection of the bid. The samples submitted by the successful Contractor shall become the property of the AWU and will be retained as quality control samples throughout the life of the contract. Any sample(s) needing to be returned to the Contractor shall be done at the Contractor's expense.

5.4 Sample Certification

5.4.1 With each sample, bidder shall submit written certification regarding cloth type, manufacturer, and material weight.

5.4.2 The City reserves the right to visit the Contractor's facility at any time prior to award or during the contract term.

5.4.3 Samples shall be delivered to:

City of Austin
Austin Water Utility
ATTN: LYDIA TORRES (512) 972-0329
625 E. 10th Street
Austin, TX 78701

6.0 INVOICES

6.1 The Contractor shall submit invoices within five (5) calendar days **including corresponding copies of signed Monthly Uniform Record** for each pickup/delivery.

6.2 Invoices shall be sent to the corresponding location where each pickup/delivery has been made.

- Invoice shall include, but is not limited to, the following:
- Contractor's name, on a professionally pre-printed form
- Contractor's address and phone number
- City's contract number/purchase order number
- Date of delivery
- Location of delivery
- Itemized description and pricing for each delivery
- Signed Monthly Uniform Record of pickup and delivery tickets

AUSTIN RESOURCE RECOVERY – WORK UNIFORMS RENTAL

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification sets forth the minimum requirements for rental and laundry of work shirts and pants for the Austin Resource Recovery (ARR) hereinafter referred to as the "City". The City invites bids from suppliers (individual and/or firms), hereinafter referred to as the "Contractor", desiring to provide uniforms. All bidders are required to meet all specifications listed herein as minimum requirements and are required to submit a firm, fixed, total cost for all the products and/or services deliverable under the terms of this solicitation. Any variance to this specification shall be detailed in the bid submittal. Failure to do so shall be adequate grounds for rejection of the bid. All deviations and alternatives shall be evaluated; however, failure to specifically comply with the specification shall be adequate grounds for bid rejection.

1.2 Classification

The contractor shall be responsible for the pickup, delivery, cleaning, steam tunnel finish, sizing, tailoring, replacement, and repair of work uniforms.

The following ARR facilities will be furnished pickup and delivery service under this contract:

LOCATION	PHONE/FAX	POINT OF CONTACT
ARR – Kenneth Garner Service Center 4108 Todd Lane Austin, Texas 78744	(512) 974-1935 (512) 974-4361 (512) 974-1903 (512) 974-1928	Victoria Sanchez Julia McCarthy Gretchen Kingham Angie Bryant
ARR – Household Hazardous Waste 2514 Business Center Drive Austin, Texas 78744	(512) 974-1938	Melisa Hatherly

2.0 PERFORMANCE REQUIREMENTS

2.1 Contractor Responsibilities

- 2.1.1 The Contractor shall furnish to the City new industrial style uniforms, on a rental basis, as appropriate to the work environment of the Austin Resource Recovery (ARR). Uniforms will be used by the following sections: Pay-As-You-Throw (Garbage Collection, Recycling Collection, Yard Trimmings Collection, Cart Maintenance); Litter Abatement (Brush &

Bulky Collection, Street Cleaning, Dead Animal Collection, Litter Control); Diversion Services (Material Recovery Facility), and ARR Facilities Maintenance.

- 2.1.2 Each ARR employee designated to wear a work uniform shall initially be issued eleven (11) new uniforms that meet or exceed the specifications. Uniforms issued after the initial startup of the contract will be new. Throughout the term of the contract, replacement uniforms (due to size change, extensive damage, etc.) and uniforms issued to new ARR employees shall be new and be of good quality that meet or exceed material requirements.
- 2.1.3 The uniforms shall be available in sizes to accommodate all ARR employees. Contractor shall offer various colors and styles for selection by each ARR division/section (see Section 3.0).
- 2.1.4 The Contractor shall be responsible for obtaining measurements of ARR employees, preference of long or short sleeves, and color of shirt required by each ARR division/section. The employee may choose a combination of long and short sleeve shirts. Schedule for taking measurements must be coordinated with a designated ARR representative and within a period of time to allow the uniforms to be delivered within thirty (30) calendar days after issuance of the contract number by the City's Purchasing Office.
- 2.1.5 The Contractor shall be responsible for pickup, laundering of all dirty uniforms and delivery of clean uniforms.
- 2.1.6 The Contractor shall be responsible for correction of all shortages in the quantity of uniforms delivered within twenty-four (24) hours of each notification by the ARR Representative (section 2.2.1).
- 2.1.7 Uniforms lost by the Contractor shall be replaced with a uniform of equal or better quality within seven (7) working days at no cost to the City and delivered.
- 2.1.8 The contractor shall perform uniform tailoring/alterations to ensure proper fit, and make repairs to uniforms as required at no extra cost to the City. Tailored uniforms must be presentable and comfortable for City employees. All alterations and repairs must be professionally done with thread and/or material of matching color. Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform repairs, additions and changes.

2.1.9 If an employee requires a size change, the Contractor shall issue uniforms of equal or better quality to the employee at no extra charge provided that the old uniforms are returned to the Contractor by the City. Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform repairs, additions and changes.

2.1.10 Uniforms that cannot be repaired or are worn out shall be replaced at no extra cost to the City. Any jagged tear in a shirt or pants shall render the garment as beyond economical repair and should be replaced. In the event that alterations cannot accommodate size changes, exchange of uniform will be available to employees at no extra cost to the City. Exception will be taken if damaged uniform is brought to the ARR representative and the City makes a determination that malicious action has caused the damage to the garment. The City will pay contractor for replacement.

It shall be the City's final determination as to whether a repair was professionally done and if a uniform is worn to the degree it requires replacement.

2.2 City Responsibilities

2.2.1 Each ARR division shall have a designated representative to assist the contractor with the pickup and delivery of uniforms.

2.2.2 Each ARR facility shall have a designated place for the pickup of soiled uniforms and the delivery of fresh uniforms.

2.2.3 Each ARR representative shall inform the Contractor of all terminated employees. The City shall return rental uniforms to the contractor within thirty (30) days after notifying Contractor of employee's termination. The Contractor shall discontinue charging the City for services on a terminated employee immediately after the City notifies the Contractor of employee's termination.

2.2.4 The designated ARR representative shall be responsible for informing the Contractor of new employees. Upon being notified of the hire of new employees and obtaining the shirt and pants sizes, the Contractor shall supply new uniforms to the new employees within seven (7) working days.

2.2.5 The designated ARR representative shall work with the Contractor on all other uniform issues as they arise.

3.0 MATERIAL REQUIREMENTS

3.1 Shirts and pants must meet or exceed the requirements of these specifications.

3.2 Shirts

Shirts shall maintain shape and crisp appearance and shall meet all following requirements. Shirts shall be available in the specified colors (see 3.2.2).

3.2.1 Colors

3.2.1.1 Shirts per ANSI standards (107-1999 Class III Garment Design Requirement):

***Lime** - (for ARR Operations Crews- Approx. 280)

Material: ANSI compliant shirts shall consist of 100% VISA System 3 Polyester (or buyer approved material if different), 4.25 oz. Poplin (+ - 0.5); permanent press finish with soil release. Fabric shall provide excellent color retention, even in heavy soil.

Reflective Material: Per ANSI standards (107-1999 Class III Garment Design Requirement), reflective material shall be sewn on all Lime shirts, female and male, for optimal employee safety. Shirts must have ≥ 2 " wide reflective silver trim applied at least across pockets, down sleeves from shoulder to cuff, and horizontal reflective stripes around the body of the shirt to include at least 310 in² of material.

Shirts per ANSI standards (107-1999 Class III Garment Design Requirement):

***Orange**- (for ARR Crew Leaders - Approx. 30)

Material: ANSI compliant shirts shall consist of 100% VISA System 3 Polyester (or buyer approved material if different), 4.25 oz. Poplin (+/- 0.5); permanent press finish with soil release. Fabric shall provide excellent color retention, even in heavy soil.

Reflective Material: Per ANSI standards (107-1999 Class III Garment Design Requirement), reflective material shall be sewn on all Orange shirts, male and female, for optimal employee safety. Shirts must have ≥ 2 " wide reflective silver trim applied at least across pockets, down sleeves from shoulder to

cuff, and horizontal reflective stripes around the body of the shirt to include at least 310 in² of material.

Shirts not required to be ANSI compliant

***Khaki-** (for ARR Supervisors-Approx. 35)

Material: Shirts not required to be ANSI compliant shall be made with a minimum of 35% combed cotton fabric with the remaining percentage polyester, 4.25 oz. Poplin (+/- 0.5); permanent press finish; vat dyed fabric with soil release. Fabric shall provide excellent color retention, even in heavy soil.

3.2.2 Collar

All shirts shall have a lined collar with permanent stays. Collar will lie properly on the neck enhancing the shirt's appearance.

3.2.3 Sleeves

Shirts shall be available in both long and short sleeve styles.

3.2.4 Front

All shirts shall have a button front closure and stitched-down front facings.

3.2.5 Pockets

All shirts shall have two button-thru pockets with pencil slot in left pocket and reinforcement tacks on all pockets.

3.2.6 Insignias

City of Austin, Austin Resource Recovery (ARR) Logo

The Contractor shall sew on City furnished logo. The logo shall be centered and sewn 1" above the front left breast pocket. The City will furnish the contractor with the patches, which shall be returned to the City at the conclusion of the contract, whatever their condition.

Name of the Employee

The Contractor may either embroider or sew on patch (supplied by vendor). The employee name shall be centered 1" above right pocket. Letters shall be in a script font,

approved by ARR, and shall be between 3/8" and 1/2" in height.

3.2.7 Markings

Sizes shall be marked on the inside of collar stand or on front shirttail. Manufacturer's name, fabric content and care instructions shall be affixed to the inside of the collar stand or to the front shirttail. Insignia and Markings apply to all shirts.

3.3 Pants

3.3.1 Pants shall be of industrial type construction, made in accordance with specification, and available in men's and women's cuts. The pants shall be available in **navy blue**.

3.3.2 Material

Pants shall be made with a minimum of 35% combed cotton fabric with the remaining percentage polyester and at a minimum be 7.5 oz. twill, permanent press finish, and vat dyed fabric with soil release. Fabric shall provide excellent color retention, even in heavy soil.

3.3.3 Construction

Pants shall be bartacked at all stress points with extra tacking at base of fly. Inseams and outseams shall be serged with safety stitching. Pants shall maintain leg creases and crisp appearance after numerous washings and have safety stitching to increase comfort by eliminating rough edges and unraveling.

3.3.4 Zipper

Pants shall have heavy duty brass ratcheting zipper.

3.3.5 Pockets

Pants shall have a minimum of four (4) pockets with the slack style front pockets being at least 8" deep, and darts over hip pockets for fit.

4.0 DELIVERY REQUIREMENT

4.1 Delivery of uniforms to all designated ARR facilities is required within sixty calendar (60) days of issuance of contract number.

- 4.2 Pickup and delivery shall be once a week, between Monday and Friday, between the hours of 8:00a.m. and 4:00p.m. Uniforms shall be picked up from each designated location, and delivered on hangers to each designated location. A list of the facilities and addresses are included in this specification. Pickup and delivery shall be included in the rental cost.
- 4.3 ARR employees hired after contract has been initiated shall be provided with new uniforms within seven (7) working days after the ARR representative has notified Contractor.

5.0 INVOICING AND DOCUMENTATION REQUIREMENTS

- 5.1 Contractor shall mail an invoice postmarked by the fifteenth (15th) day of each month for the prior month's service. Invoices shall be mailed to the ARR Purchasing Section, P.O. Box 1088, Austin, Texas 78767. The Contractor's invoice shall be prepared on preprinted forms or business stationery. The invoice must include the company name, business address, invoice date, invoice number, and City's contract number. Each invoice shall include:
 - a. Invoice cover page itemizing uniforms by work section at each ARR location.
 - b. Supporting documentation which includes the following:
 - 1) All signed delivery tickets
 - 2) Signed uniform inventory documents
 - 3) Any additional documentation and/or detail of documentation to be determined by Contractor and City as deemed necessary
- 5.2 The City shall process invoices for payment after all required documentation has been received.

6.0 SAMPLE AND INSPECTION

6.1 Submission of Samples

- 6.1.1 The Contractor shall submit descriptive literature of each uniform item offered in response to this solicitation with their bid (i.e. Class III shirts and other shirts being offered including short and long sleeves, and pants).
- 6.1.2 Samples - Contractor is hereby advised that the City may request one (1) sample of item(s) bid for evaluation. Contractor must provide the sample requested within ten (10) working days of request free of charge. Contractor shall prepay all shipping charges.

- 6.1.3 Failure to provide samples or descriptive literature at the time specified by the City may result in rejection of the bid. The samples submitted by the successful bidder will become the property of the City of Austin and will be retained as quality control samples throughout the life of the contract.

6.2 Sample Certification

- 6.2.1 With each sample, bidder shall submit written certification regarding cloth type, manufacturer, and material weight.
- 6.2.2 Representatives from the City reserve the right to visit the contractor's work facility prior to the award of contract.

- 6.3 Sample(s) shall be delivered to:
City of Austin-Austin Resource Recovery
4108 Todd lane
Austin, Texas 78744
Contact person for delivery: Cynthia Moreno Craft
Phone #: (512) 974-6308

FLEET - RENTAL OF WORK UNIFORMS, SHOP TOWELS, AND CLEANING SERVICES

1.0 SCOPE AND PURPOSE

- 1.1 SCOPE – This specification is for the rental of work uniforms and cotton shop towels, with cleaning services, for the City of Austin Fleet Services Division ("Fleet") of the Financial and Administrative Services Department.
- 1.2 PURPOSE – This specification is for the rental of work uniforms and cotton shop towels, with cleaning services, which will be used primarily in a vehicle and mechanical equipment repair and service environment. The contractor shall furnish all labor, equipment, supplies and transportation, and shall provide all services necessary for furnishing clean, serviceable work clothing to Fleet. The City prefers a contractor with a sales representative and a business location within a thirty (30) mile radius of the State Capitol building in Austin.

2.0 CLASSIFICATION

The following Fleet Services facilities will be furnished pickup and delivery service under this contract. All phone and fax numbers are in the 512 area code.

<p>Service Center #1 Chuck Schoenfeld, Manager Amy Arredondo, Stores Coordinator / PH: (512) 974-3029 6301-A Harold Court Austin, Texas 78721 Servicecenter1@austintexas.gov Main Tel. No. (512) 974-1703 / 974-2052 / Fax: (512) 974-2233</p>	<p>Hornsby Bend Chuck Schoenfeld, TP Diesel Mech. Amy Arredondo, Stores Coordinator Phone: (512) 974-3029 2210 S. FM 973 Austin, TX 78725 Servicecenter1@austintexas.gov Main Tel. No.: (512) 974-2052 / FAX No.: (512) 974-2233</p>
<p>Service Center #5 Chuck Schoenfeld, Manager Gina Vasquez, Stores Coordinator / PH: (512) 974-1857 714 East 8th Street Austin, TX 78701 Servicecenter5@austintexas.gov Main Tel. No.: (512) 974-1804 / Fax No.: (512) 322-9903</p>	<p>Auction and Make Ready Eddie Goebel, Fleet Program Manager 6400 Bolm Road Austin, TX 78721 Auction.fleet@austintexas.gov fleetmakereadydepartment@austintexas.gov Main Tel. No.: (512) 978-2639 / Fax No.: (512) 978-2630</p>
<p>Service Center #6 Homer Bradshaw, Manager Lonnie Jones, Stores Coordinator / PH: (512) 974-1744 1182 Hargrave Austin, TX 78702 Servicecenter6@austintexas.gov Main Tel. No.: (512) 974-1742 / Fax No.: (512) 974-9156</p>	<p>Vehicle Support and Accidents Irvin Schmidt, Fleet Operations Manager 6400 Bolm Road Austin, TX 78721 fleetaccidentgroup@austintexas.gov Main Tel. No.: (512) 978-2655 / Fax No.: (512) 978-2630</p>
<p>Service Center #8 Julie Boring, Fleet Operation Manager Daniel Dominguez, Stores Coord. / PH: (512) 974-1759 4411-D Meinardus Austin, TX 78745 Servicecenter8@austintexas.gov Main Tel. No.: (512) 974-3075 / Fax No.: (512) 912-1524</p>	<p>Fuel Operations and Acquisitions Will O'Connor, Program Manager 6400 Bolm Road Austin, TX 78721 fleetfueloperations@austintexas.gov Main Tel. No.: (512) 978-2644 / Fax No.: (512) 978-2630</p>

<p>Service Center #11 Larry Simpson, Acting-Manager Glenn Iosbaker, Stores Coordinator / PH: (512) 974-9022 6301-J Harold Court Austin, TX 78721</p> <p><u>Servicecenter11@austintexas.gov</u> Main Tel. No.: (512) 974-2479 / Fax No.: (512) 974-9055</p>	<p>Fleet Tire Shop John Christofferson, Materials Control Manager Ryan Braziel, Stores Coordinator / PH: (512) 974-1487 6301-K Harold Court Austin, TX 78721</p> <p><u>Fleet-tires@austintexas.gov</u> Main Tel. No.: (512) 974-1789 / Fax No.: (512) 974-1790</p>
<p>Service Center #12 Larry Simpson, Acting-Manager Glenn Iosbaker, Stores Coordinator / PH: (512) 974-9022 4108 Todd Lane Austin, TX 78744</p> <p><u>Servicecenter12@austintexas.gov</u> Main Tel. No.: (512) 974-4327 / Fax No.: 512) 974-4328</p>	<p>Fleet Administration - Contracts & Contract Compliance Hazel Black, Contract Compliance Specialist (Spec) Sr. 1190 Hargrave Street Austin, TX 78702</p> <p><u>fleetcompliance@austintexas.gov</u> Main Tel. No.: (512) 974-1751 / Fax No.: (512) 974-9170</p>
<p>Service Center #13 William Lindbergh, Manager Le Long, Stores Coordinator / PH: (512) 491-3957 2412 Kramer Lane Austin, TX 78758</p> <p><u>Servicecenter13@austintexas.gov</u> Main Tel. No.: (512) 491-3950 / Fax No.: (512) 491-3968</p>	<p>Fleet Administration – Safety Jo-Ann Cowan, Occupational Health and Safety Spec Sr. 1190 Hargrave Street Austin, TX 78702</p> <p><u>Jo-ann.cowan@austintexas.gov</u> Main Tel. No.: (512) 974-1534 / Fax No.: (512) 974-1549</p>

Access to any Fleet Services facility by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City.

Contractor personnel will be required to check in at the Service Writer's desk when entering or leaving all Fleet Services facilities. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

3.0 REQUIREMENTS FOR UNIFORM RENTAL AND CLEANING SERVICES

- 3.1 Contractor shall furnish Fleet with new industrial style, quality work uniforms including shoulder patches and employee name patches on a rental basis. Uniforms must be available in dark blue, light blue, or white, depending on the job assignment of the employee.

3.2 Each Fleet employee designated to wear a work uniform shall be issued eleven (11) new, good quality uniforms. Separate cut and sizing will be available for male and female employees. Fleet will not accept male cut clothing for female employees. Uniforms shall meet or exceed the following specifications:

3.2.1 Managerial: Approximately ten (10) employees.

3.2.1.1 Shirts. Executive Shirt. Either 100% Cotton or 60/40 Blend 4.25 ounce fabric. Available in both long sleeve and short sleeve, in male sizes ranging from 14 ½ to 19 ½ neck with proportional sleeve length; and in male and female sizes ranging from 6 to 24 with proportional sleeve length.

3.2.1.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.2 Supervisory: Approximately fifteen (20) employees.

3.2.2.1 Shirts. 100% Cotton, 6 ounce, durable press special twill fabric. Available in both long sleeve and short sleeve, in sizes ranging from Small to 3Xlarge.

3.2.2.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.3 Stores Specialists/Administrative Personnel: Approximately twenty (20) employees.

3.2.3.1 Shirts. 100% Cotton, 6 ounce, durable press special twill fabric in Light Blue color. Available in both long sleeve and short sleeve, in sizes ranging from Small to 3Xlarge.

3.2.3.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.4 Service Writers/Shuttle Drivers: Approximately five (5) employees.

3.2.4.1 Shirts. 100% Cotton, 6 ounce, durable press special twill fabric in Light Blue color. Available in both long sleeve and short sleeve, in sizes ranging from Small to 3Xlarge.

3.2.4.2 Trousers. 100% Cotton or 65%/35% Blend in male waist sizes from size 28 to size 50, and in female sizes from size 4 to size 26.

3.2.5 Mechanics: Approximately one hundred twenty (120) employees.

3.2.5.1 Shirts. 100% Cotton, 8 1/2 ounce fabric. Available in both long and short sleeve, in sizes ranging from Small to 3Xlarge. Shirts

shall have one or two front pockets, but all shirts provided shall be the same.

3.2.5.2 Trousers. 100% Cotton, 12 – 12 ½ ounce denim. Trouser waist sizes will range from size 28 to size 48. Trousers shall have a minimum of four (4) pockets.

3.2.6 Welders: Approximately two (2) employees.

3.2.6.1 Shirts. Fire Retardant. 100% Cotton, 7 ounce twill fabric in Navy color. Available in long sleeve only, with neck sizes ranging from Small to 3Xlarge. Shirts shall have two front pockets.

3.2.6.2 Trousers. Fire Retardant. 100% Cotton, 9 ounce twill fabric in Navy color. Trouser waist sizes from size 28 to size 46. Trousers will have a minimum of four pockets.

- 3.3 Contractor shall coordinate a mutually agreeable time with each Service Center point of contact (listed in 2 above) for the purpose of obtaining individual measurements from all employees who will be served under this contract. A written record of the individual's sizes is to be retained by the contractor for use when replacing worn or damaged uniforms at a later date. All employee measurements must be obtained so that services begin within thirty (30) calendar days after award of contract.
- 3.4 Contractor shall attach City of Austin, Fleet Services shoulder patches to uniform shirts at no extra cost to the City. The City will furnish the contractor with the patches, which shall be returned to the City at the conclusion of the contract, whatever their condition.
- 3.5 Contractor shall acquire and sew a name patch with the employee's first and last name over the right pocket on the shirts provided under this contract. Name patches will be provided and attached at no additional cost to the City. Any method of creating or printing the name is acceptable, provided that it will withstand numerous launderings without fading.
- 3.6 Mechanics and other individuals wearing rented uniforms may earn certifications that result in the ability to wear a distinctive marking, insignia or patch, for example the ASE certification patch. The contractor shall sew on up to one (1) additional patch per shirt, in addition to the City of Austin Fleet Services shoulder patch, at no extra cost to the City. Since these patches are controlled and sold only to individuals possessing the certification, these employees will be responsible for providing the vendor with the shoulder or shirt patches.
- 3.7 Contractor shall provide all uniform tailoring, alterations and make repairs to uniforms as required at no extra cost to the City. Tailoring uniforms shall ensure that uniforms are presentable and comfortable for City employees. Uniforms which cannot be repaired or which are worn out shall be replaced within 14 calendar days at no extra cost to the City. Contractor shall re-use City of Austin, Fleet Services

patches which are removed from shirts and other outside garments which are not repairable.

- 3.8 Upon notification by the City, Contractor will provide new City employees, who begin employment after award of this contract, a complete set of new uniforms within 14 calendar days. The Fleet facility manager shall be responsible for informing the Contractor of new employees requiring this service. The initial issue of uniforms to any Fleet employee, and any subsequent issues to those employees who have been re-measured as a result of a change in body configuration are to be new.
- 3.9 Some Fleet employees may substantially change body configuration during the performance period of this contract. Upon notification by the Facility manager, the Contractor will re-measure the individual, and for any size difference of two (2) or more inches, the Contractor will provide an issue of new clothing in the new size to the individual at no additional expense to the City within 14 calendar days.
- 3.10 The Contractor shall provide a receptacle for soiled uniforms and City/City employee-owned work clothing. This container shall be clearly marked with the Contractor's name and phone number.
- 3.11 The Contractor shall provide weekly pickup of soiled uniforms and delivery of cleaned, finished, and serviceable uniforms to the locations listed in Paragraph 2.0 of this Specification. Pickup and delivery will be made between the hours of 8:30 AM and 4:00 PM on City work days, unless an alternate and mutually agreeable time has been set. Deliveries that fall on a City holiday will be scheduled for the immediately preceding workday. A Saturday holiday is observed on the preceding Friday. A Sunday holiday is observed on the following Monday. Each year's holiday schedule is subject to change or cancellation.
- 3.12 Minimum serviceability standards are defined as:
 - 3.12.1 Managerial Shirts and Pants will be maintained in an as-issued condition. These clothing articles are not to be patched for any reason, and will be free of rips, tears, discolorations and stains. All buttons, zippers and other fasteners will be attached and whole (not broken).
 - 3.12.2 Mechanic, Supervisor, Stores Specialist and Welder's Shirts will have no rips, tears or acid burns longer than three (3) inches, including the patch. No holes to exceed 1 inch in diameter, including the patch. Rips, tears or holes of less than one inch in diameter shall be patched. Pockets attached. If pockets are flapped, both flap and button attached. City of Austin shoulder patch and employee name patch firmly attached and aligned properly. All shirt buttons intended for closure of the shirt attached and whole (not broken), including top collar button and buttons for collar on button-down style shirts.
 - 3.12.3 Mechanic, Supervisor, Stores Specialist and Welder Pants. No rips, tears or acid burns longer than three (3) inches, including the patch. No holes to exceed 1 inch in diameter, including the patch. Rips, tears or holes of less than 1 inch in diameter patched. If patch-type pockets are utilized,

pockets, flaps and buttons attached. All buttons intended for the closure of the pants attached and whole. Zipper functional and lubricated in a manner to ensure ease of operation.

- 3.13 Contractor shall be required to correct all shortages and mistakes in delivery within seven (7) calendar days of each occurrence. In no case will the correction period extend beyond the next scheduled delivery for that location without the prior written approval of the City's Point of Contact for that location.
- 3.14 Contractor shall be required to provide guaranteed one week (7 calendar days) turnaround time for uniform repairs, additions, and changes.
- 3.15 Contractor shall provide a garment identification and tracking system capable of recording and reporting garment pickup and delivery on the employee level, and capable of providing reports, whenever requested, on uniform usage by each employee or by each Fleet Service Center.
- 3.16 Contractor shall be responsible for inventory of all uniforms at the time of pickup and/or delivery. A Fleet representative will be available to assist with inventorying, and sign the inventory documents. A copy of the inventory ticket will be given to the Fleet representative at the time of pickup, and a second copy shall accompany the uniforms when they are delivered to the service facility.
- 3.17 Contractor shall submit descriptive product literature and a sample of each type of uniform, including male and female uniform items, to be provided under this contract **with bid submission**. These samples are to be provided at no cost to the City. Samples shall be used for demonstration and evaluation of essential conformity to workmanship, material, design and functional requirements. The samples provided by the successful bidder will become the property of the City of Austin Fleet Services Division and will be retained as quality control samples during the life of the contract. All samples provided by unsuccessful bidders will be returned with fourteen (14) days of award of a contract. Bids which are submitted without descriptive literature, product samples or both may be deemed unresponsive and may be rejected.
- 3.18 The Contractor for this service shall be held responsible for any actions or inactions of any subcontractors or other representatives of the Contractor hired to perform any work for the City of Austin under this contract.
- 3.19 The Contractor shall submit a complete accounting of missing uniforms every three (3) months to the Contract Manager. Fleet may either locate the missing uniforms and return them to the Contractor or reimburse the Contractor for the replacement of the missing items. Reimbursements shall be made if there is sufficient documentation to verify the shortages and a proper invoice is submitted. The City shall not be liable for payment for lost uniforms if the Contractor fails to provide the above notification. Uniforms lost by the Contractor shall be replaced at no cost to the City. Uniforms lost by the Contractor shall be replaced with a uniform of equal or better quality within ten (10) working days at no cost and delivered to the City.

- 3.20 The Contractor shall be advised within one (1) week when an employee using rented uniforms changes assigned work location. The City employee will be responsible for carrying rental uniforms to the new work location. Contractor will be responsible for changing internal delivery information to reflect the new work location for the employee.
- 3.21 The Contractor shall be advised within one (1) week when a City employee using rented uniforms terminates employment with Fleet. The City Point of Contact for subject location will be responsible for gathering any rented uniforms from the terminating City employee. The Contractor shall be prepared to pick up uniforms as part of the next regularly scheduled pickup/delivery for that location. Contractor shall not invoice Fleet for services beyond the date of notification of termination. As stated before, Contractor shall re-use City of Austin Fleet Services shoulder patches recovered in this manner.
- 3.22 Contractor shall establish separate account numbers for each Fleet location to which it provides uniforms under this contract. Each month, Contractor shall provide a summary invoice to the Point of Contact for each location, with copies of each separate pickup/delivery invoice attached. As a minimum, the summary invoice shall show delivery dates, descriptions, quantities, unit and extended prices, and the contract number.

4.0 REQUIREMENTS FOR SHOP TOWELS

- 4.1 The Contractor shall provide Cotton Shop Towels on a weekly basis.
- 4.2 The service provided shall be on a "no loss", or on a replacement basis. The City will choose the most cost-effective method prior to contract award.
- 4.3 The exact quantity of towels for each Fleet Service Center shall be determined by the Centers, and may be adjusted upward or downward over time depending on need. **The Contractor shall not deliver quantities of towels in excess of the quantities set by the Service Centers.**
- 4.4 The Contractor shall work with each Service Center to establish pickup and replacement procedures. A separate bin shall be provided at each using location for soiled towels.
- 4.5 Clean towels, whether new or previously laundered, shall be in new condition, free of grease, dirt, or chemicals.

5.0 CITY OBLIGATIONS

- 5.1 The City will provide the Contractor with a sample of the City of Austin Fleet Services shoulder patch to be used for shirts and other outside garments. The Contractor is to procure sufficient patches to provide for a shoulder patch on all rented shirts and outside garments.
- 5.2 The Fleet facility managers will identify a) new employees, and b) employees with

substantial changes in body configuration to the Contractor for the issuance of new uniforms.

- 5.3 The Fleet facility managers shall assign a representative to assist the Contractor in the pickup and delivery of uniforms.
- 5.4 The Fleet facility managers shall designate a location in each facility for the pickup and delivery of uniforms and shop towels.
- 5.5 The Fleet facility managers shall inform the Contractor within one (1) week when an employee using rented uniforms is terminated. Rental uniforms shall be returned to the Contractor at the next scheduled pickup/delivery time.
- 5.6 Fleet employees will exercise reasonable care and provide security for work uniforms and shop towels rented from the Contractor.

6.0 OTHER REQUIREMENTS

- 6.1 Bidders must be willing to accept bank credit cards (such as MasterCard or Visa) as a form of payment for all invoices, should Fleet Services elect to use that method of payment.
- 6.2 When preparing the bid submission documents, bidders should take into consideration all costs associated with accepting a bank credit card for payment, should the City select that payment method.

SECTION A - ATTACHMENT A
(50 POINTS)

**MANUFACTURER'S DISCOUNT FROM DEALER'S COST
&
OVER AND UNDER SIZES PER MANUFACTURER**

Indicate below the Discount from list cost the Vendor will charge the City for manufacturers listed below. If Vendor is unable to supply the specified product lines, indicate "N/A".

Indicate below the percentage Mark-up the Vendor will charge for all sizes that are over or under the standard uniform sizes. If Vendor is unable to supply the specified product lines, indicate "N/A".

The City anticipates to spend \$3,000,000 annually, whether with one or all of the listed Manufacturers. Please furnish your best discount with the understanding of the City's annual estimated spend. Evaluation will be based on the discount applied to the annual spend for brands listed in line items 1 - 6 and each discount will be multiplied by a fixed number.

Vendor shall add lines for additional brands that are available, but are not listed.

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
TOP BRANDS ORDERED - BASED UPON USAGE HISTORY (50 POINTS)				
1	Red Kap	%	%	
2	OccuNomix	%	%	
3	Gildan	%	%	
4	Anvil	%	%	
5	KC Caps	%	%	
6	Dickies	%	%	
APPAREL & ACCESSORIES				
7	Ariat	%	%	
8	Boston Leather	%	%	
9	Edwards	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
10	Safariland	%	%	
11	Uncle Mike's	%	%	
12	Carhart	%	%	
13	Bulwark	%	%	
14	Topps	%	%	
15	Walls	%	%	
16	Westex	%	%	
17	Adams	%	%	
18	Blauer	%	%	
19	Dri Duck	%	%	
20	Kati and Otto	%	%	
21	Magic Headwear	%	%	
22	New Era	%	%	
23	Port Authority	%	%	
24	Real Tree	%	%	
25	Outdoor Cap	%	%	
26	Pacifica Headwear	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
27	Cobra	%	%	
28	S10	%	%	
29	5.11	%	%	
30	Champion	%	%	
31	Columbia	%	%	
32	Devon & Jones	%	%	
33	Hanes	%	%	
34	Jer-zees	%	%	
35	Land's End	%	%	
36	Mocean	%	%	
37	Protective Industrial Products	%	%	
38	Spartan Uniform	%	%	
39	Tyndale	%	%	
40	Tri-Mountain	%	%	
41	Blackinton	%	%	
42	Levi's	%	%	
43	Dockers	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
44	Lee	%	%	
45	Rustler	%	%	
46	Wranglers	%	%	
47	VF Imagewear	%	%	
48	Henley	%	%	
49	Interlock	%	%	
50	Chestnut Hill	%	%	
51	District Threads	%	%	
52	Nike	%	%	
53	Port & Company	%	%	
54	Riverside	%	%	
55	Sport-Tek	%	%	
56	Union Line	%	%	
57	Ergodyne	%	%	
58	Glowear	%	%	
59	Inner Harbor	%	%	
60	Iron Horse	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
61	Jonathan Corey	%	%	
62	Neese Industries	%	%	
63	Bullard	%	%	
64	Wilson	%	%	
65	MSA	%	%	
66	North	%	%	
67	Olympic Uniforms	%	%	
68	RBI	%	%	
69	Reflective Apparel Factory	%	%	
70	River City	%	%	
71	The Force	%	%	
72	Van Heusen	%	%	
73	North Face	%	%	
74	Safety Smart Gear	%	%	
75	Otto	%	%	
76	Arborwear	%	%	
77	Nike	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
78	ISA/ASI	%	%	
79	Vantage Apparel	%	%	
80	Premium Wear	%	%	
81	Vendor's Catalog (if applicable)	%	%	
82	All other brands not listed in this Attachment	%	%	
PPE				
83	Harley-Davidson	%	%	
84	Hellraiser	%	%	
85	Nemesis	%	%	
86	Salisbury	%	%	
87	Z87	%	%	
88	Hob Nob	%	%	
89	ServiceWear Apparel	%	%	
90	Vallen	%	%	
91	Westward	%	%	
92	3M	%	%	
93	Ansell	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
94	Condor	%	%	
95	Crews	%	%	
96	Exofit NEX	%	%	
97	Mechanix	%	%	
98	Moldex	%	%	
99	Scott	%	%	
100	Spiewak	%	%	
101	V Guard	%	%	
102	Candor	%	%	
103	Point Blank	%	%	
104	Tingley	%	%	
105	Frogg Toggs	%	%	
BOOTS / SHOES				
106	Justin	%	%	
107	Caterpillar	%	%	
108	Red Wing	%	%	
109	Double H	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
110	Twisted H	%	%	
111	Roper	%	%	
112	Merrell	%	%	
113	Timberlake	%	%	
114	Wolverine	%	%	
115	Brazos	%	%	
116	Docks	%	%	
117	Durango	%	%	
118	Georgia	%	%	
119	Rocky	%	%	
120	Tony Llama	%	%	
121	TLX	%	%	
122	LaCrosse	%	%	
123	Doc Martins	%	%	
124	Carolina	%	%	
125	Westco	%	%	
126	Timberland	%	%	

SECTION A - ATTACHMENT A
(50 POINTS)

LINE ITEM NO.	MANUFACTURER	% DISCOUNT FROM LIST COST	% MARK-UP TO BID PRICE FOR SAME ITEM IN NON-STANDARD UNIFORM SIZES (IF APPLICABLE)	LIST OVER OR UNDER SIZES (IF APPLICABLE)
127	Sketchers	%	%	
128	Bates	%	%	
129	Chippewa	%	%	
130	Twisted X	%	%	

ATTACHMENT: 1

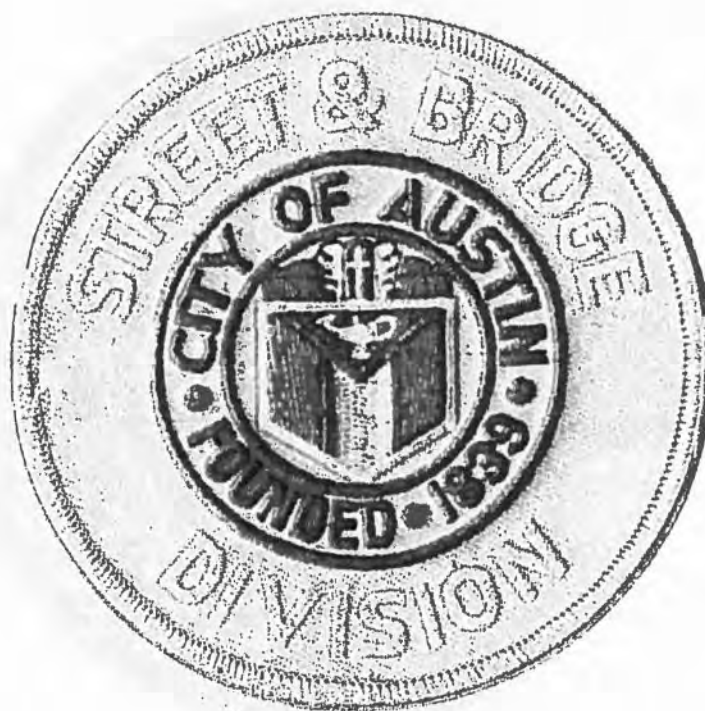


NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 4

COMMODITY CODE NUMBER: 2002100000

ATTACHMENT # 2



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 4

COMMODITY CODE NUMBER: 20021100004

ATTACHMENT # 3



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 5

COMMODITY CODE NUMBER: 20021100009

ATTACHMENT - 4



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 4

COMMODITY CODE NUMBER: 26621100010

ATTACHMENT # 5



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 4

COMMODITY CODE NUMBER: 2002110002



ATTACHMENT # 7



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 4

COMMODITY CODE NUMBER: 20021100044

ATTACHMENT # 8



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 4

COMMODITY CODE NUMBER: 20021100048

ATTACHMENT # 9



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 6

COMMODITY CODE NUMBER: 20021100051

ATTACHMENT # 10



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 5

COMMODITY CODE NUMBER: 20021100052

ATTACHMENT # 11



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 5

COMMODITY CODE NUMBER: 20021100057

ATTACHMENT # 12



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 3

COMMODITY CODE NUMBER: 20021100062

ATTACHMENT # 13



NOTE: ACTUAL SIZE OF PATCH

NUMBER OF COLORS: 6

COMMODITY CODE NUMBER: 20021100068





Attachment: 15A

Actual Size

Colors: 7



Attachment: 15B

Actual Size

Colors: 7



Attachment: 15C

Actual Size

Colors: 7





Embroidery Spring Jacket 3 ½" – Same design as the uniform and winter jacket shoulder patch



Patch for uniforms and winter jackets (two photos of the same thing) 3 ½"



Patch 1 ¾ X 2 ½" – Winter Jacket

This patch design will also need to be embroidered on polo shirts also 1 ¾ X 2 ½"



Embroidery Blauer Winter Cap, polo shirts, dress shirts and baseball caps "Code Compliance" covers 3"



Austin Convention Center

Logo Sample Graphics

1.



2.



PLEASE NOTE:

PDF Artwork is for SAMPLE viewing only, and is not to actual scale.

Actual size to be determined.

Two-color logo option (colors to be specified upon job submission)

Scalable Illustrator EPS vector graphics provided upon vendor selection only.

City of Austin
 Bid Sheet
 Industrial Clothing, Supplies, and Service
 IFB-BV

DATE OF ISSUE: July 2, 2012

BUYER: Sydney Ceder

COPIES OF BID: Vendor must submit one (1) original and nine (9) copies of its signed bid. **Vendor shall also include one electronic copy of their bid submittal in the form of a flash drive or cd.**

NOTE: Be advised that any exceptions taken to any portion of the solicitation may result in disqualification of the bid.

SECTION A					
Vendors submitting a bid for Section A are required to provide pricing and information for Parts I - VI and Attachment A.					
PART I - PATCHES AND ALTERATION AND SEWING SERVICES (10 POINTS)					
Vendor must be able to provide pricing for all line items included in the patches and alteration and sewing services section.					
PATCHES					
LINE #	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	PATCH, CITY OF AUSTIN FOUNDED 1839, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 1, COLORS 4	1,200			
2	PATCH, STREET & BRIDGE OPERATIONS, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 2, COLORS 4	1,000			
3	PATCH, AUSTIN WATER UTILITY, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 3, COLORS 5	2,700			
4	PATCH, DEPARTMENT OF AVIATION, 100% EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 4, COLORS 4	100			
5	PATCH, SOLID WASTE SERVICES, REDUCE REUSE RECYCLE, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 5, COLORS 4	4,800			

6	PATCH, PARKS & RECREATION, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 6, COLORS 4	1,000			
7	PATCH, WATERSHED PROTECTION FIELD OPERATIONS, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 7, COLORS 4	800			
8	PATCH, FLEET SERVICES, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 8, COLORS 4	4,600			
9	PATCH, ANIMAL PROTECTION CARE & CONTROL, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 9, COLORS 6	300			
10	PATCH, SIGNS & MARKINGS TRANSPORTATION DIVISION, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 10, COLORS 5	100			
11	PATCH, PARKING ENFORCEMENT SHOULDER, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 11, COLORS 5	60			
12	PATCH, AVIATION DEPARTMENT SECURITY OFFICER, 100% EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 12, COLORS 3	300			
13	PATCH, AIRPORT SECURITY BADGE, 100% EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 13, COLORS 6	100			
14	PATCH, SECURITY LIBRARY, TWILL EMBROIDERED WITH PLASTIC BACKING. AS PER ATTACHMENT 14, COLORS 5	40			
15	PATCH, CONVENTION CENTER SECURITY, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 15A, COLORS 7	250			
16	PATCH, CONVENTION CENTER SECURITY, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 15B, COLORS 7	100			
17	PATCH, CONVENTION CENTER EVENT STAFF, TWILL EMBROIDERED WITH PLASTIC BACKING AS PER ATTACHMENT 15C, COLORS 7	150			
18	APPROXIMATELY 2-1/2" TO 3" X 3" IN SIZE, TWILL EMBROIDERED WITH HEAT SEAL BACKING FOR PLACEMENT ON CAP. MAXIMUM NUMBER OF COLORS 2	300			

19	APPROXIMATELY 2-1/2" TO 3" X 3" IN SIZE, TWILL EMBROIDERED WITH HEAT SEAL BACKING FOR PLACEMENT ON CAP. MAXIMUM NUMBER OF COLORS 3	200			
20	APPROXIMATELY 2-1/2" TO 3" X 3" IN SIZE, TWILL EMBROIDERED WITH HEAT SEAL BACKING FOR PLACEMENT ON CAP. MAXIMUM NUMBER OF COLORS 4	200			
21	APPROXIMATELY 2-1/2" TO 3" X 3" IN SIZE, TWILL EMBROIDERED WITH HEAT SEAL BACKING FOR PLACEMENT ON CAP. MAXIMUM NUMBER OF COLORS 5	200			
22	APPROXIMATELY 2-1/2" TO 3" X 3" IN SIZE, TWILL EMBROIDERED WITH HEAT SEAL BACKING FOR PLACEMENT ON CAP. MAXIMUM NUMBER OF COLORS 6	2,000			
23	APPROXIMATELY 2-1/2" TO 3" X 3" IN SIZE, TWILL EMBROIDERED WITH HEAT SEAL BACKING FOR PLACEMENT ON CAP. MAXIMUM NUMBER OF COLORS 7	200			
24	APPROXIMATELY 2-1/2" TO 3" X 3" IN SIZE, TWILL EMBROIDERED WITH HEAT SEAL BACKING FOR PLACEMENT ON CAP. MAXIMUM NUMBER OF COLORS 8	200			
25	ONE TIME SET UP CHARGE FOR NEW PATCH SIMILAR TO AN EXISTING ABOVE PATCH OR CHANGES IN DESIGN OF A CURRENT PATCH.	25			
	TOTAL OF PATCHES				\$0.00

ALTERATIONS AND SEWING SERVICES

Except for removal and replacement of attachments, these prices shall be inclusive of all materials and alterations necessary to ensure a professional and proper appearance.

For removal and replacement of attachments,
price shall not include the cost of creation of new attachments.

LINE #	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
26	Remove Patch and re-apply new patch(s) to Uniform Shirts	50	Each		
27	Waist Tapers to Trousers	50	Each		

28	Additional Line Embroidery charge for Shirts	200	Each		
29	Patch Application to garment	65	Each		
30	Name Tab Replacement to garment	50	Each		
31	Sewing emblem/patch on shirts, jackets, and caps	200	Each		
32	Sewing emblem/patch breast badge on shirts and jackets	200	Each		
33	Sewing nametapes and rank insignia on shirts and jackets	100	Each		
34	Removal of emblem/patch and nametapes from shirts and jackets	50	Each		
35	Trouser Hemming	2000	Each		
36	Maternity Alteration to Uniform Shirts	20	Each		
37	Trouser Maternity Panels	20	Each		
38	Zipper Replacement to Trousers	50	Each		
39	Shirt body taper	50	Each		
40	Shirt shorten shoulder	50	Each		
41	Pants waist taper at back center	50	Each		
42	Silk Screening / Screen Printing (based on 4 colors per design)	50	Each		
43	New art work set up fee	50	Each		
	TOTAL OF ALTERATIONS AND SEWING SERVICES				\$0.00
	TOTAL OF PATCHES AND ALTERATIONS AND SEWING SERVICES				\$0.00

PART II - FEE FOR COLLECTION AND STORAGE OF RETIRED UNIFORMS ITEMS

State the monthly fee you will charge the City to collect and securely store used uniform garments until they can be collected by the City or a City contractor.

\$ _____
per month

PART III - ONLINE ORDERING SYSTEM WITH RECORDKEEPING (10 Points)

Provide a detailed description of the online ordering system as described in the specification and include the cost to the City for this service. Include all details from log in, user ids, ordering, approval process, tracking, reporting, history, search capabilities, etc. Include screen shots, brochures, and additional materials as needed. Vendor will be required to provide a demonstration to the evaluation team during the evaluation process. Provide a detailed description of the clothing recordkeeping system offered by your company and include the cost to the City for this service.

The City wishes to see the costs for this service as a separate "per employee, per year" charge rather than have this cost included in the cost of Each item purchased.

Cost Per Employee, Per Year \$ _____

PART IV - EXPERIENCE (10 Points)

Provide a detailed description of the experience your firm has with successfully implementing entity-wide uniforms contracts, specifically with large municipalities. Provide the entity's name(s), contact person(s), and contact information as references(s). Information may be submitted as a separate attachment if necessary.

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____ **PHONE NUMBER:** _____

**City of Austin
Bid Sheet
Industrial Clothing, Supplies, and Service
IFB-BV**

DATE OF ISSUE: July 2, 2012

BUYER: Sydney Ceder

COPIES OF BID: Vendor must submit one (1) original and nine (9) copies of its signed bid. **Vendor shall also include one electronic copy of their bid submittal in the form of a flash drive or cd.**

NOTE: Be advised that any exceptions taken to any portion of the solicitation may result in disqualification of the bid.

<p style="text-align: center;">SECTION B SERVICE PINS (100 Points)</p> <p style="text-align: center;">Vendor must be able to provide pricing for all line items included in the service pins section.</p>					
LINE #	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Cloisonne lapel pin, Service City of Austin (no. year) Manufacturer's Name and Model No. _____	100	Each		
2	Cloisonne lapel pin, 5 Year Service City of Austin Manufacturer's Name and Model No. _____	900	Each		
3	Cloisonne lapel pin, 10 Year Service City of Austin Manufacturer's Name and Model No. _____	450	Each		
4	Jewelry Lapel Pin, 15 Year Service City of Austin, 10k Gold-Filled Manufacturer's Name and Model No. _____	500	Each		
5	Jewelry Lapel Pin, 20 Year Service City of Austin, 10k Gold-Filled Manufacturer's Name and Model No. _____	300	Each		
6	Jewelry Lapel Pin, 25 Year Service City of Austin, 10k Gold-Filled Manufacturer's Name and Model No. _____	170	Each		

7	Jewelry Lapel Pin, 30 Year Service City of Austin, 10k Gold-Filled Manufacturer's Name and Model No. _____	100	Each		
8	Jewelry Lapel Pin, 35 Year Service City of Austin, 10k Gold-Filled Manufacturer's Name and Model No. _____	15	Each		
9	Jewelry Lapel Pin, Retired City of Austin, 10k Gold-Filled Manufacturer's Name and Model No. _____	15	Each		
	TOTAL				\$ -

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____ **PHONE NUMBER:** _____

**City of Austin
Bid Sheet
Industrial Clothing, Supplies, and Service
IFB-BV**

DATE OF ISSUE:

BUYER:

COPIES OF BID: Vendor must submit one (1) original and nine (9) copies of its signed bid. **Vendor shall also include one electronic copy of their bid submittal in the form of a flash drive or cd.**

NOTE: Be advised that any exceptions taken to any portion of the solicitation may result in disqualification of the bid.

SECTION C UNIFORM RENTAL AND LAUNDRY SERVICE (100 POINTS) Vendor must be able to provide pricing for all line items included in the uniform rental and laundry service section.					
AUSTIN RESOURCE RECOVERY - WORK UNIFORMS RENTAL					
LINE #	ITEM DESCRIPTION	ESTIMATED NO. OF EMPLOYEES	NO. OF WEEKS	WEEKLY PRICE	EXTENDED PRICE (WEEKLY PRICE X NO. OF EMPLOYEES X NO. OF WEEKS)
1	Lime Shirts (ANSI Class III Compliant) Set of 11	280	52		
2	Orange Shirts (ANSI Class III Compliant) Set of 12	30	52		
3	Khaki Shirts Set of 11	35	52		
4	Navy Blue Pants Set of 11	328	52		
TOTAL					

AUSTIN WATER UTILITY - WORK UNIFORMS RENTAL AND LAUNDRY

LINE #	ITEM DESCRIPTION	ESTIMATED NO. OF EMPLOYEES	NO. OF WEEKS	WEEKLY PRICE	EXTENDED PRICE (WEEKLY PRICE X NO. OF EMPLOYEES X NO. OF WEEKS)
5	Rental/Laundry service for Postman Blue Uniform Shirts	390	52		
6	Rental/Laundry service for White Supervisor Uniform Shirts	40	52		
7	Rental/Laundry service for Denim Shirts	180	52		
8	Rental/Laundry service for Postman Blue Uniform Slacks	200	52		
9	Rental/Laundry service for Navy Blue Uniform Slacks	140	52		
10	Rental/Laundry service for Denim Jeans	440	52		
11	Laundry service for T-Shirts laundered	400	52		
12	Laundry service for Coat and/ or Coverall	400	52		
13	Any/All-Replace Uniform Shirt	20	52		
14	Any/All-Replace Denim Shirt	10	52		

15	Any/All-Replace Pair Slacks	20	52		
16	Any/All-Replace Pair Denim Slacks	10	52		
17	Rolling Z-racks (min. 3 at each location) or buyer approve equal Type of Rack: _____ Manufacturer: _____ P/N: _____	33	ea		
18	Hampers (min. 3 at each location)	33	ea		
19	Cost for initial measurements	1	lt		

TOTAL

FLEET - RENTAL OF WORK UNIFORMS, SHOP TOWELS, AND CLEANING SERVICES

Prices shall include delivery to each City of Austin Fleet Service Center, and shall include all labor, equipment, supplies, and transportation costs to perform the services as specified in the specification associated with this bid sheet.

LINE #	ITEM DESCRIPTION	ESTIMATED NO. OF EMPLOYEES	NO. OF WEEKS	WEEKLY PRICE	EXTENDED PRICE (WEEKLY PRICE X NO. OF EMPLOYEES X NO. OF WEEKS)
20	Weekly rental and cleaning of one (1) Managerial uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	11	52		
21	Weekly rental and cleaning of one (1) Supervisory uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	20	52		
22	Weekly rental and cleaning of one (1) Stores Specialist/Administrative Personnel uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	26	52		

23	Weekly rental and cleaning of one (1) Service Writer/Shuttle Driver uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	11	52		
24	Weekly rental and cleaning of one (1) Mechanic's uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	120	52		
25	Weekly rental and cleaning of one (1) Welder's uniform set, consisting of shirts and trousers as described in specification. Both male and female cut clothing is required. (Set of 11 uniforms)	4	52		

TOTAL

The City intends to rent cotton shop towels, but reserves the right to decide the most advantageous method prior to contract award. Please provide pricing below for Option #1 and Option #2. The City will award only one option, not both.

The City estimates that it will use approximately 8,000 towels per month. However, the fixed monthly price below shall be based on a range of 7,000 - 9,000 towels.

LINE #	RENTAL SERVICES FOR COTTOM SHOP TOWELS	Monthly Price	Annual Price (Monthly Price X 12)	NOTE: For both Option #1 & #2, the unit price per towel will not be evaluated in the recommendation for award. Pricing is required in the case that the City would need to rent additional towels.	Unit Price for Towel Rental Service for Each Option
26	OPTION #1 - Rental Services for Cotton Shop Towels on a No-Loss Basis: (The Contractor replaces lost or missing towels at its own expense)				
27	OPTION #2 - Rental Services for Cotton Shop Towels on a Replacement Basis: (The City pays for any lost or misplaced towels)				

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____ PHONE NUMBER: _____

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

**City of Austin
Purchasing Office
Local Business Presence Identification Form**

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

Solicitation Number:

Offeror's Name

Date

The Offeror shall furnish, with the Offer, the following information, for at least **5** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name

Name of Contact

Contact Title

Present Address

City

State

Zip Code

Telephone Number

FAX Number

Email Address

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

SOLICITATION NO **SSC0089**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 20_____.

CONTRACTOR _____
Authorized Signature _____
Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. SSC0089

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; height: 20px;"></div>		
Signature of Officer or Authorized Representative:	<div style="border: 1px solid black; height: 20px;"></div>	Date:	<div style="border: 1px solid black; height: 20px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 20px;"></div>		
Title:	<div style="border: 1px solid black; height: 20px;"></div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SSC0089
FOR

City-Wide Uniforms for Non-Safety Departments

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the foregoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

--

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	<input type="text"/>
Printed Name:	<input type="text"/>
Title:	<input type="text"/>

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO.

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	<input type="text"/>		
Signature of Officer or Authorized Representative:	<input type="text"/>	Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="City-Wide Uniforms for Non-Safety Departments"/>
Contractor Name:	<input type="text"/>

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

(Witness Signature)

(Printed Name)

**CITY OF AUSTIN
WORKPLACE CONDITIONS AFFIDAVIT
FOR ALL FACILITIES INVOLVED IN THE PERFORMANCE OF THIS CONTRACT
SOLICITATION NO. SSC0089**

For

City-Wide Uniforms for Non-Safety Departments

State of Texas
County of Travis

I, _____, being first duly sworn, depose and say:

1. The following are the names of any country of production and the names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this code, which I shall update to indicate any changes to this list of subcontractors, or facilities during the term of the contract:

Name of Facility	<div style="border: 1px solid black; height: 20px;"></div>	Country of Production	<div style="border: 1px solid black; height: 20px;"></div>
Description of goods or services	<div style="border: 1px solid black; height: 30px;"></div>		
Physical Address	<div style="border: 1px solid black; height: 20px;"></div>	City	<div style="border: 1px solid black; height: 20px;"></div> State <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>
<div style="border: 1px solid black; padding: 2px 5px;">Add Facility</div>	Zip Code	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>	Phone Number <div style="border: 1px solid black; width: 120px; height: 20px;"></div>

2. Attached and incorporated by reference is an initial and current copy of each of the above-referenced facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any. I shall update this attachment to indicate any change to this information and these standards and policies during the term of this contract.

Contractor's Name:	<div style="border: 1px solid black; height: 20px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 20px;"></div>
Title:	<div style="border: 1px solid black; height: 20px;"></div>

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires: _____

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SSC0089

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SSC0089

PROJECT NAME: City-Wide Uniforms for Non-Safety Departments

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: SSC0089

PROJECT NAME: City-Wide Uniforms for Non-Safety Department

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

SSC00890900

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SSC0089

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 20085

DESCRIPTION: Uniforms

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or
Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____